

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES					
2. CONTRACT (Proc. Inst. Ident.) NO. EP-S9-08-03		3. EFFECTIVE DATE 6/24/2008		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-R9-07-10112							
5. ISSUED BY U.S. EPA, Region IX Contracts Office, PMD-8 75 Hawthorne St. San Francisco, CA 94105		CODE		6. ADMINISTERED BY (if other than Item 5)		CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) INNOVATIVE TECHNICAL SOLUTIONS, INC. DBA: ITSI 2730 SHADELANDS DR # 100 Walnut Creek, CA 94598				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) Destination							
				9. DISCOUNT FOR PROMPT PAYMENT N/A							
				10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM 12					
CODE		FACILITY CODE									
11. SHIP TO MARK FOR If applicable, see Section B of the schedule.		CODE		12. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT										\$110,000,000.00	
16. TABLE OF CONTENTS											
SEC.		DESCRIPTION		PAGE(S)		SEC.		DESCRIPTION		PAGE(S)	
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B		SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS. EXHIBITS AND OTHER ATTACH.					
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G		CONTRACT ADMINISTRATION DATA				M		EVALUATION FACTORS FOR AWARD			
H		SPECIAL CONTRACT REQUIREMENTS									
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE											
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number PR-R9-07-10112 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER PAUL A. CASAGRANDE					
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)				20C. DATE SIGNED	
NSN 7540-01-152-8069 PREVIOUS EDITION UNUSABLE						26-107		STANDARD FORM 26 (REV 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)			

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P	DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/
	K8P022	08	T	9AK0P	302DD2C	09WQWQ00	C056	2505	\$1,000,000.00	C

B.1 TYPE OF CONTRACT

(a) This is a Fixed-Rate, Indefinite Delivery/Indefinite Quantity (IDIQ) Award Term Contract resulting from this solicitation. The period of performance of the contract will consist of a three (3) year base period, one two (2) year award term, one three(3) year award term and one two (2) year award term for a total of ten (10) years.

(b) Under this ID/IQ contract, the Government will order work by using fixed price, Firm Fixed rate with a cost reimbursement line item for ODCs, or fixed rate time and materials (T&M) type task orders.

(c) To ensure good contract management and oversight, the Government will require Contractor accountability for any resources (personnel, equipment, etc.) shared between fixed price task orders and other types of orders. For example, if a staff member works on both a fixed price task order and a T&M type task order, the Contractor's monthly reports must account for both efforts at the appropriate labor categories.

B.2 PRICING SCHEDULE

The following fixed rates for labor and routine equipment, which are inclusive of all indirect costs and profit, shall apply for the duration of the applicable contract year:

LABOR CATEGORY	YEAR 1 FIXED RATE
CLIN 0101: Sr Technical Consultant	\$249.15
CLIN 0102: Senior Engineer	\$197.08
CLIN 0103: Senior Scientist	\$175.80
CLIN 0104: Sr Discipline Specialist	\$159.00
CLIN 0105: Engineer	\$144.42
CLIN 0106: Scientist	\$135.10
CLIN 0107: Jr Engineer/Scientist	\$120.95
CLIN 0108: Discipline Specialist	\$124.01
CLIN 0109: Jr Discipline Specialist	\$109.19

CLIN 0110: Sr Technician	\$ 91.32
CLIN 0111: Technician	\$ 74.20
CLIN 0112: Clerical	\$ 62.53
CLIN 0113: Technician OT	\$111.62
CLIN 0114: Clerical OT	\$ 91.31

LABOR**CATEGORY****YEAR 2****FIXED RATE**

CLIN 0201: Sr Technical Consultant	\$0.0
CLIN 0202: Senior Engineer	\$0.0
CLIN 0203: Senior Scientist	\$0.0
CLIN 0204: Sr Discipline Specialist	\$0.0
CLIN 0205: Engineer	\$0.0
CLIN 0206: Scientist	\$0.0
CLIN 0207: Jr Engineer/Scientist	\$0.0
CLIN 0208: Discipline Specialist	\$0.0
CLIN 0209: Jr Discipline Specialist	\$0.0
CLIN 0210: Sr Technician	\$0.0
CLIN 0211: Technician	\$0.0
CLIN 0212: Clerical	\$0.0
CLIN 0213: Technician OT	\$0.0
CLIN 0214: Clerical OT	\$0.0

LABOR**CATEGORY****YEAR 3****FIXED RATE**

CLIN 0301: Sr Technical Consultant	\$0.0
CLIN 0302: Senior Engineer	\$0.0
CLIN 0303: Senior Scientist	\$0.0
CLIN 0304: Sr Discipline Specialist	\$0.0
CLIN 0305: Engineer	\$0.0
CLIN 0306: Scientist	\$0.0
CLIN 0307: Jr Engineer/Scientist	\$0.0
CLIN 0308: Discipline Specialist	\$0.0
CLIN 0309: Jr Discipline Specialist	\$0.0
CLIN 0310: Sr Technician	\$0.0
CLIN 0311: Technician	\$0.0
CLIN 0312: Clerical	\$0.0
CLIN 0313: Technician OT	\$0.0
CLIN 0314: Clerical OT	\$0.0

LABOR**CATEGORY****YEAR 4****FIXED RATE**

CLIN 0401: Sr Technical Consultant	\$0.0
CLIN 0402: Senior Engineer	\$0.0
CLIN 0403: Senior Scientist	\$0.0
CLIN 0404: Sr Discipline Specialist	\$0.0
CLIN 0405: Engineer	\$0.0
CLIN 0406: Scientist	\$0.0
CLIN 0407: Jr Engineer/Scientist	\$0.0
CLIN 0408: Discipline Specialist	\$0.0
CLIN 0409: Jr Discipline Specialist	\$0.0
CLIN 0410: Sr Technician	\$0.0

CLIN 0411: Technician	\$0.0
CLIN 0412: Clerical	\$0.0
CLIN 0413: Technician OT	\$0.0
CLIN 0414: Clerical OT	\$0.0

LABOR**CATEGORY****YEAR 5****FIXED RATE**

CLIN 0501: Sr Technical Consultant	\$0.0
CLIN 0502: Senior Engineer	\$0.0
CLIN 0503: Senior Scientist	\$0.0
CLIN 0504: Sr Discipline Specialist	\$0.0
CLIN 0505: Engineer	\$0.0
CLIN 0506: Scientist	\$0.0
CLIN 0507: Jr Engineer/Scientist	\$0.0
CLIN 0508: Discipline Specialist	\$0.0
CLIN 0509: Jr Discipline Specialist	\$0.0
CLIN 0510: Sr Technician	\$0.0
CLIN 0511: Technician	\$0.0
CLIN 0512: Clerical	\$0.0
CLIN 0513: Technician OT	\$0.0
CLIN 0514: Clerical OT	\$0.0

LABOR**CATEGORY****YEAR 6****FIXED RATE**

CLIN 0601: Sr Technical Consultant	\$0.0
CLIN 0602: Senior Engineer	\$0.0
CLIN 0603: Senior Scientist	\$0.0
CLIN 0604: Sr Discipline Specialist	\$0.0
CLIN 0605: Engineer	\$0.0
CLIN 0606: Scientist	\$0.0
CLIN 0607: Jr Engineer/Scientist	\$0.0
CLIN 0608: Discipline Specialist	\$0.0
CLIN 0609: Jr Discipline Specialist	\$0.0
CLIN 0610: Sr Technician	\$0.0
CLIN 0611: Technician	\$0.0
CLIN 0612: Clerical	\$0.0
CLIN 0613: Technician OT	\$0.0
CLIN 0614: Clerical OT	\$0.0

LABOR**CATEGORY****YEAR 7****FIXED RATE**

CLIN 0701: Sr Technical Consultant	\$0.0
CLIN 0702: Senior Engineer	\$0.0
CLIN 0703: Senior Scientist	\$0.0
CLIN 0704: Sr Discipline Specialist	\$0.0
CLIN 0705: Engineer	\$0.0
CLIN 0706: Scientist	\$0.0
CLIN 0707: Jr Engineer/Scientist	\$0.0
CLIN 0708: Discipline Specialist	\$0.0
CLIN 0709: Jr Discipline Specialist	\$0.0
CLIN 0710: Sr Technician	\$0.0
CLIN 0711: Technician	\$0.0
CLIN 0712: Clerical	\$0.0
CLIN 0713: Technician OT	\$0.0
CLIN 0714: Clerical OT	\$0.0

LABOR	YEAR 8
<u>CATEGORY</u>	<u>FIXED RATE</u>
CLIN 0801: Sr Technical Consultant	\$0.0
CLIN 0802: Senior Engineer	\$0.0
CLIN 0803: Senior Scientist	\$0.0
CLIN 0804: Sr Discipline Specialist	\$0.0
CLIN 0805: Engineer	\$0.0
CLIN 0806: Scientist	\$0.0
CLIN 0807: Jr Engineer/Scientist	\$0.0
CLIN 0808: Discipline Specialist	\$0.0
CLIN 0809: Jr Discipline Specialist	\$0.0
CLIN 0810: Sr Technician	\$0.0
CLIN 0811: Technician	\$0.0
CLIN 0812: Clerical	\$0.0
CLIN 0813: Technician OT	\$0.0
CLIN 0814: Clerical OT	\$0.0

LABOR	YEAR 9
<u>CATEGORY</u>	<u>FIXED RATE</u>
CLIN 0901: Sr Technical Consultant	\$0.0
CLIN 0902: Senior Engineer	\$0.0
CLIN 0903: Senior Scientist	\$0.0
CLIN 0904: Sr Discipline Specialist	\$0.0
CLIN 0905: Engineer	\$0.0
CLIN 0906: Scientist	\$0.0
CLIN 0907: Jr Engineer/Scientist	\$0.0
CLIN 0908: Discipline Specialist	\$0.0
CLIN 0909: Jr Discipline Specialist	\$0.0
CLIN 0910: Sr Technician	\$0.0
CLIN 0911: Technician	\$0.0
CLIN 0912: Clerical	\$0.0
CLIN 0913: Technician OT	\$0.0
CLIN 0914: Clerical OT	\$0.0

LABOR	YEAR 10
<u>CATEGORY</u>	<u>FIXED RATE</u>
CLIN 1001: Sr Technical Consultant	\$0.0
CLIN 1002: Senior Engineer	\$0.0
CLIN 1003: Senior Scientist	\$0.0
CLIN 1004: Sr Discipline Specialist	\$0.0
CLIN 1005: Engineer	\$0.0
CLIN 1006: Scientist	\$0.0
CLIN 1007: Jr Engineer/Scientist	\$0.0
CLIN 1008: Discipline Specialist	\$0.0
CLIN 1009: Jr Discipline Specialist	\$0.0
CLIN 1010: Sr Technician	\$0.0
CLIN 1011: Technician	\$0.0
CLIN 1012: Clerical	\$0.0
CLIN 1013: Technician OT	\$0.0
CLIN 1014: Clerical OT	\$0.0

	<u>TRAVEL</u>
CLIN 1100	\$ 1,000,000.00
	<u>SUBCONTRACTORS</u>
CLIN 1101	\$30,000,000.00
	<u>ODC</u>
CLIN 1102	\$14,000,000.00
<u>TOTAL:</u>	<u>\$110,000,000.00</u>

G&A rate applicable to Travel, Subcontractors, and ODC only: **7.78%**

Profit applicable to subcontractors only: **4.00%**

FIXED RATE

A. LABOR

1. The fixed rates and prices contained in this clause shall be inclusive of all expenses including, but not limited to, contract level required reports, wages or salaries, labor costs, fringe benefits, overhead, health and safety, medical monitoring in accordance with OSHA 1910.120, computer and communications supplies and support, training, general and administrative expenses and profit. The rates shall apply for the duration of the contract.

2. Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed on each task order.

3. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or other conditions beyond either the control of the contractor or the Government, as determined by the Government, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site or otherwise approved by authorized EPA personnel. The contractor shall not be reimbursed for standby.

4. If the contractor or a team subcontractor provides a specific labor category through a third-party subcontractor, reimbursement for that labor category shall be at the establish fixed rate or at cost (including any applicable indirect rates) whichever is less, but shall not exceed the fixed rate set forth in this clause for that labor category.

5. The employee must meet the qualifications set forth in the contract for the labor category being performed. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g. Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed rate for a Junior Technician during the period of time he/she is performing these duties).

When an individual employee's normally assigned category of labor is at a

rate lower than the function being performed during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor.

The qualifications set forth here for the labor category being performed are as follow:

Labor Category	Typical Job Titles	Typical Experience/ Years/ Education	General Job Description
Senior Technical Consultant	Senior Technical Director Subject Matter Expert Program Consultant	15+ BS/BA 10+ MS 5+ PhD	Plans, conducts, and monitors projects of major significance, necessitating proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures.
Senior Engineer	Senior Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Program Manager Project Manager	15+ BS/BA 10+ MS	Must hold P.E. or equivalent professional registration or certification. Provides or oversees technical planning and execution of projects or tasks. Performs complex assignments requiring professional judgment and evaluation.
Senior Scientist	Senior Scientist (Environmental, Chemist, Biologist, Ecologist) Senior Geologist Senior Hydrogeologist Senior Risk Assessor Senior Archaeologist Senior Paleontologist Program Manager Project Manager	15+ BS/BA 10+ MS	Must hold professional certification or registration. Provides or oversees technical planning and execution of projects or tasks. Performs complex assignments requiring professional judgment and evaluation.

Sr Discipline Specialist	Senior GIS/Remote Sensing Specialist Senior Construction Manager Senior Construction QA/QC Specialist Senior Site Superintendent Senior Contract Administrator Senior Procurement Specialist Senior Planner Senior Groundwater Modeler Senior- Architectural- Historian Senior Architect Senior Designer Senior Risk Assessor Public Involvement Specialist Project Manager Senior Database Administrator	20+ Industry Experience 10" BS/BA 5+ MS	Provides or oversees planning and execution of projects or tasks. Performs complex assignments requiring relevant industry experience, professional judgment and evaluation.
Engineer	Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Project Engineer Project Manager	5+ BS/BA 1+ MS	Under minimal direction independently performs a variety of non-routine and complex tasks and studies; may supervise entry-level professionals.

Scientist	Scientist (Environmental, Chemist, Biologist, Ecologist) Geologist Hydrogeologist Groundwater Modeler Risk Assessor Archaeologist Paleontologist Historian Program Manager Project Manager	5+ BS/BA 1+ MS	Under minimal direction independently performs a variety of non-routine and complex tasks and studies; may supervise entry-level professionals.
Discipline Specialist	Designer Architect Architectural Historian Planner Project Controls Specialist Cost Control Specialist Procurement Specialist Contract Administrator Construction Manager Site Superintendent Cost Estimator Scheduler Technical Writer Construction QA/QC Specialist GIS/Remote Sensing Specialist Survey Manager CADD Manager Database Administrator	15+ Industry Experience 5+ BS/BA 1+ MS	Under minimal direction independently performs a variety of non-routine and complex tasks and studies; may supervise entry-level professionals.

Junior Engineer/Scientist	Database Tech Statistician Junior Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Junior Scientist (Environmental, Chemist, Biologist, Ecologist)	4+ AA 2+ BS Entry Level	Entry-level professional classification; works under close supervision; performs a variety of routine tasks and studies following detailed instructions and established procedures.
Junior Discipline Specialist	Project Coordinator Contract Administrator Senior CADD Operator Remote Sensing/GIS Specialist Junior Risk Assessor Senior Surveyor Public Relations Coordinator Specification Writer	10+ Industry Experience 0+ Technical Training	Performs a variety of clearly defined tasks and studies following detailed instructions and established procedures.
Senior Technician	CADD/GIS Operator Environmental Technician Construction Technician Engineering Technician Graphic Artist	8+ Industry Experience 5+ Technical Training 0+ AA	Supports the acquisition, compilation, and distribution of data and information. Works under close supervision of professional staff. Implements standard operating procedures as directed.
Technician (Non-Exempt)	Draftsperson Laboratory Technician Field Technician Surveyor Technical Aide	5+ Industry Experience 0+ Technical Training Entry Level	Supports the acquisition, compilation, and distribution of data and information. Works under close supervision of professional staff. Implements standard operating procedures as directed.

Clerical (Non-Exempt)	Administrative Assistant Word Processing Clerk	2+ HS Diploma 0+	Technical Training/AA Provides routine clerical support for document and report production, correspondence and file maintenance. Works under close supervision of project and contract staff.
Technician Overtime (Non-Exempt)	Rate includes premium pay for overtime as required by applicable law *	N/A	N/A
Clerical Overtime (Non-Exempt)	Rate includes premium pay for overtime as required by applicable law *	N/A	N/A

* Requires prior authorization from the CO

B. TRAVEL

The amounts specified in the schedule for travel is an estimate only. The estimated amount for travel may be greater or less than the amounts specified as long as the maximum contract ceiling amount/total estimated contract amount is not exceeded. Travel costs will be subject to the restrictions found in FAR 31.205-46.

1. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government will be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in radial miles or actual miles as determined by the contracting officer.

2. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The contractor agrees to make every effort to utilize employees from the nearest possible location.

3. Except as explicitly set forth below, the contractor shall be reimbursed for reasonable, allowable, and allocable travel costs actually incurred by and paid to the contractor's employees.

4. Consistent with the expected duration of the site, the contractor shall ensure to the maximum extent practicable, that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.

Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen

facilities. A long-term site is defined as an active site with a duration of greater than sixty days. When this is accomplished, subsistence will be reduced to a percentage of the offeror's standard policy for reimbursement for meals and incidental expenses. The contractor shall submit a proposed rate/percentage to the Contracting Officer when this long-term situation is realized. Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

C. SUBCONTRACTS

The amount specified for subcontracting in the schedule is an estimate only. The estimated amount for subcontracting may be greater or less than the amount specified as long as the maximum contract ceiling amount/total estimated contract amount is not exceeded.

D. OTHER DIRECT COSTS

The Other Direct Cost (ODC) category in the schedule is intended for those costs not specified elsewhere in the schedule, such as; specialized labor or specialized non-routine equipment, etc. Any and or all ODC charges must be approved in advance by the Contracting Officer.

B.3 FUNDING

(a) Task orders may be incrementally funded.

(b) At the time of task order issuance, total funding required for an individual project may not be available for obligation. Additionally, some projects may be performed in phases, each phase being funded separately, if necessary. Any necessary funding actions after issuance of a task order will be accomplished by a formal modification of the task order.

(c) The Contractor shall not be obligated to continue work under a task order beyond the point funded. The Government will not be obligated to reimburse the contractor beyond existing task order funding except for reimbursement of termination settlement costs as discussed in the contract applicable clauses "Termination for Convenience". As used in this clause, the total amount payable by the Government if a task order is terminated for convenience includes costs, profit, and estimated termination settlement costs.

(d) The Contractor shall notify the Contracting Officer and Project Officer, in writing, at least 30 calendar days prior to the date when, in the Contractor's best judgement, the total amount payable by the Government will approximate 85% of the total task order funding. The notification will state (1) the estimated date at which that point will be reached and (2) an estimate of any additional funding needed to continue performance under the task order. The notification also will advise the Contracting Officer and Project Officer of the estimated amount of additional funds required for the timely performance of the services ordered for a subsequent period as specified in the task order or otherwise agreed to by the parties. If, after such notification, the Contracting Officer does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will stop work or terminate the task order pursuant to the clause entitled "Termination for Convenience of the Government." Absent such a modification,

the Government is not obligated to reimburse the contractor for costs exceeding current task order funding except for reimbursement of termination settlement costs as set forth in paragraph (b) above.

(e) For fixed price task orders: If, due solely to the Government's failure to obligate funds by the dates indicated in amounts sufficient for timely performance, the Contractor incurs additional costs or is delayed in the performance of the work, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute within the meaning of the clause entitled "Disputes" (incorporated by reference in clause I.1).

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments.

(g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

B.4 SUBCONTRACTING CLIN

(a) This contract includes a specified cost ceiling designated exclusively for work that is to be performed by subcontractor(s) and managed by the prime contractor. The cost ceiling (the "Subcontracting CLIN") is: \$30M

(b) Subcontracts issued under this clause shall be either performance-based or fixed price. The Contractor must request and receive concurrence from the Contracting Officer (CO) prior to entering into any subcontract other than performance based or fixed price.

(c) All work expended in task orders for this work will be recorded and reported to EPA as required in the Reports of Work (Attachment 4).

(d) This subcontracting CLIN is separate and distinct from amounts that maybe negotiated for subcontractors which constitute part of the prime contractor's permanent contract team. All subcontracting which is to be accomplished through this subcontracting CLIN must be competed by the prime contractor, unless written approval to the contrary is obtained from the EPA CO. Specific activities which generally necessitate utilization of the CLIN include, but are not limited to: well-drilling, analytical services (when not provided by the Government), special consultants to support technical projects or to serve as expert witnesses, aerial mapping, surveying, fencing, or construction activities associated with a Remedial Action(RA).

(e) The amount specified for the Subcontracting CLIN is an estimate only. The estimated amount for Subcontracting CLIN may be greater than or less than the amount specified as long as the maximum contract ceiling amount is not exceeded.

(f) If the full subcontracting CLIN dollars are under-utilized, there may be a unilateral decrease in the subcontracting CLIN representing the unused portion of the subcontracting CLIN inclusive of associated costs.

B.5 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY

CONTRACT (EPAAR 1552.216-73) (APR 1984)

(a) The fixed labor rates in Section B, which are inclusive of all indirect costs shall apply for payment purposes for each year of the contract Base Period and award terms.

(b) The rate, or rates, set forth in Section B cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit. Rates are applicable to the prime and all team subcontractors providing services under this contract.

(c) The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task Orders.

B.6 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$1,000,000.00. The amount of all orders shall not exceed \$110,000,000.00.

B.7 FIRM FIXED RATES

Attachment 11 supersedes the list below.

The fixed rates for labor shall include all following costs:

1. Non Site Specific Mobilization
2. Direct labor, fringe, overhead and profit for the deployment of contractor resources
3. Management support of the contract, program management, personnel management
4. Proposal/Work Plan preparation
5. Financial accounting activities
6. Record retention and management activities
7. Close out activities
8. Updates to management, health and safety, quality assurance, and quality control plans
9. Meetings concerning overall contract operations to include contract level management of multiple task orders
10. Communication/coordination between EPA, contractor, Subcontractor, including team subcontractor
11. Labor standards compliance (where applicable)
12. Compensation for overtime
13. Background checks for all employees working under the contract and drug testing
14. All office expenses to support the contract, to include, but not limited to rent, clerical activities overhead, janitorial services, and office equipment
15. Costs related to the management of the contract, including post award

- conference and performance meetings with EPA
- 16. All training for contractor personnel except for EPA unique training
- 17. Conflict of interest (COI) procedures, including maintenance of corporate COI plan and system support and COI investigations (preliminary)
- 18. Insurance requirements, including pollution liability insurance
- 19. Quality assurance program, including, but not limited to, audits and routine checks of technical deliverables for procedural compliance
- 20. Cost management, administration of subcontracts, including team subcontractors,
- 21. Development and implementation of standard operating procedures
- 22. Report preparation, all reports required in attachment 4, all invoicing and vouchering
- 23. Travel expense to and from corporate offices by management or administrative employees,
- 24. Travel expense to and from non-EPA training facilities
- 25. Travel expense to and from corporate offices by contractor employees
- 26. Health and safety activities, and training
- 27. Medical exams and monitoring
- 28. Office Supplies, including but not limited to pens, pencils, paper, calculators, paper clips, staplers, office tape, staple removers, stickers, labels, folders, notebooks, FedEx supplies, etc.
- 29. Any office equipment required to support the contract
- 30. Computers, laptops, printers, modems, and all required accessories, with internet access, the cost of internet access, computer software, computer programs and computer storage devices
- 31. Computer support and/or service, and computer program/tracking system development and implementation
- 32. GIS support, graphics support, and any equipment required for graphics support
- 33. Communication: all communication devices, including but not limited to telephones, Cell phones, satellite phones, PDA, Trios, hand held radios, facsimile machine, telephone cord/jacks, email systems, and any air time required to utilize the these devices
- 34. Cameras, digital, video
- 35. All Standard Shipping (UPS, FedEx, US Mail....)
- 36. Any personal protective equipment as defined in 29 CFR 1910.120, if needed.
- 37. Any equipment required to provide non-EPA unique training of contractor personnel
- 38. Vehicle, truck, trailer or any other equipment utilized except site-specific
- 39. Service and maintenance of any vehicle or equipment
- 40. Equipment /warehouse management (including cost of equipment maintenance/calibrations and inventory), any materials necessary for the operation of equipment
- 41. Any equipment required to implement medical monitoring programs
- 42. First Aid Kit, Sun screen, Bug spray, Umbrellas
- 43. Sampling Supplies (bottles, jars, preservatives, labels, chain-of-custody forms/labels, decontamination agents, coolers, etc.)
- 44. Flashlight, Ice, Drinking water, Cooler/ice chest, grease, glass jar markers, drum markers, all other markers, Trash Can, Trash Bags, etc.
- 45. Electrolytic fluid replacements for workers
- 46. Tape (duct, strapping, electrical, warning, hazardous, etc.), Spray paint, survey stakes and other markers, batteries etc.
- 47. Hoses, Hose Nozzle or Head, Sprinklers

48. Hard Hat, Safety Glasses, Ear Plugs, Safety Vest, Steel-toed boots, Clothing (i.e., jackets, rain gear, etc.)
49. Hand Tools (hammers, wrenches, levels, etc., including non-sparking; Drum/Barrel Carts, Pallet Jack, Wheel Barrow), Chain
50. Portable eye wash
51. Saws: Hand or electrical (chain, cut, band, circular, etc) machete
52. Detergents, and bleach
53. Welding Stand, Including torch, protective gear, and supplies
54. Metal Detector
55. PH Meter, Conductivity Meter, ORP meter thermometer, PID meter and XRF detector

The above list may not be all inclusive, and should include any item which the contractor expenses in its indirect accounts in accordance with its accounting system.

B.8 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$1,000,000.00 is allotted to cover estimated cost. Funds in the amount of \$1,000,000.00 are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 22, 2011.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

B.9 USE OF BUREAU OF LABOR STATISTICS

The bid schedule incorporates fully burdened firm fixed rates for Year 1 of the contract. Years 2 through 10 will be adjusted by applying the most current Federal Government Bureau of Labor Statistics (BLS) published rate/percentage to the proceeding year. The rates will be adjusted and incorporated prior to beginning the next contract year on a year-by-year basis. The BLS rate/percentage increase will be applied to the actual hourly rate paid to the contractor employee. The escalated rates will be incorporated into the contract by modification. The Employment Cost Index (NAICS) which will be apply to this contract is: Series ID: CIU2025600000000A (I), Industry Occupation: Administrative and Support and waste management and remediation services.

B.10 ADJUSTMENT TO G&A AND INDIRECT COST

The contractor to provide EPA contracting office a copy of DCAA's annual report on its provisional rate. In an event of significant decreases in these rates EPA will decrease these rates in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise

Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling

Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 SUBMISSION OF DELIVERABLES ELECTRONICALLY

(a) At the request of the Contracting Officer or as directed in the individual task orders, the Contractor shall submit deliverables electronically and shall be packaged in accordance with standard commercial practice for ADP software. The electronic media shall be labeled to indicate:

1. Name of deliverable
2. Contractor Name
3. Contract Number
4. Date written
5. Indication of draft or final version

(b) For each deliverable, data shall be separated by category and submitted on the data storage device using the following categories:

DATA CATEGORY	Software application
-----	-----
1. Narratives	As specified in the Task Orders
2. Spreadsheets	As specified in the Task Orders
3. Data Bases	As specified in the Task Orders
4. PC to PC Communications	As specified in the Task Orders
5. Graphics	As specified in the Task Orders

(c) All data submitted in accordance with this clause shall be in the version of the software applications as directed for use by the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental</i>	ANSI/ASQC E4	1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

<u>Documentation</u>	<u>Specifications</u>
[X] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u>

for the entire program [dated 03/20/01]
(contract)

[] Quality Assurance EPA Requirements for Quality
Project Plan for the Assurance Project Plans (QA/R-5)
contract [dated 03/20/01]

[] Other Equivalent: _____

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, N/A. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[]	Quality Management Plan	<u>EPA Requirements for</u> <u>Quality Management Plans</u> <u>(QA/R-2)</u> [dated 03/20/01]	Award of contract
[]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for</u> <u>Quality Management Plans</u> <u>(QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for</u> <u>Quality Assurance Project</u> <u>Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
[]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for</u> <u>Quality Assurance Project</u> <u>Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[X]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for</u> <u>Quality Assurance Project</u> <u>Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[]	Quality Assurance	<u>EPA Requirements for</u>	Issuance of

Project Plan for each applicable project	<u>Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	statement of work for the project
[X] Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Issuance of statement of work for the project
[] Other Equivalent:		[] award of contract [] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, N/A. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION
52.242-14	APR 1984	SUSPENSION OF WORK

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer and the Task Order Project Officers are the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

_ To be specified in individual task orders

E.4 QUALITY ASSURANCE PROJECT PLAN REQUIREMENT

The contractor shall, if required under individual task order, provide/prepare a site-specific Quality Assurance Project Plan (QAPP) or other appropriate QA Planning document to support sampling and analysis events. These plans shall conform to EPA guidance and requirements as specified in "Guidance for Quality Assurance Project Plans (EPA QA/G-5), EPA/240/R-02-009 December 2002 or the "Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) EPA-505-B-04-900A March 2005, or other Quality Assurance guidance documents cited by the Agency in specific task orders. The contractor may also be required to review Quality Assurance Project Plans as directed by the Agency. Electronic copies of regional QA guidance documents can be obtained at <http://www.epa.gov/region9/ga/> . Agency QA guidance documents are available at <http://www.epa.gov/quality>, and http://www.epa.gov/fedfac/pdf/ufp_qapp_v1_0305.pdf .

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 4.

F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags).....		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products		80	
Pad backing		90	

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files (by task order or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be as follow from date of award through potentially 120 months after date of award inclusive of all required reports. The period of performance is broken down as follow:

Base Period: 36 months - 3 years June 24, 2008-June 23, 2011

Earned Award Term Extension I:	24 months - 2 years June 24, 2011-June 23, 2013
Earned Award Term Extension II	36 months - 3 years June 24, 2013-June 23, 2016
Earned Award Term Extension III:	24 months - 2 years June 24, 2016-June 23, 2018

F.6 GIS DELIVERABLE FORMAT STANDARDS

EPA intends to acquire, catalog and manage all site-specific GIS files comprehensively across all active CERCLA sites, as outline below as part of this contract.

GIS Data Files

All final version spatially-enabled files acquired or developed by EPA contractors and other federal or state agencies funded by EPA to support mapping and/or spatial analysis at a site are property of the EPA and are required to be submitted to EPA. This includes but is not limited to all GIS, CAD, and aerial image formatted files used to develop maps for any scoping or decision document developed for EPA, as well as any spatial file used to inform a decision on site management or development. Only final versions of each layer are required for delivery to EPA. Should tabular data be appropriate to connect location information with attribute information, then documentation specifying the primary and foreign keys is required. Additionally all static maps that appear in a document should be in an electronic format with fonts embedded and at a resolution of 300 dots per inch (dpi) or greater. Finally, all ArcMap documents (.mxd) or equivalent map document formats used in final map production are also required for delivery to EPA with accompanying data in a stand-alone directory structure. Map document formats also need to be configured to use relative paths and not be set to use a printer-specific paper setting.

Metadata and Projection Requirements

All GIS files developed for EPA are required by Executive Order 12906 to have associated metadata. EPA requires FGDC compliant metadata on all GIS files developed for site support. The Content Standard for Digital Geospatial Metadata can be found at www.fgdc.gov. All GIS files submitted to EPA must have spatial reference information that describes the projection, datum, and where applicable the collection methods. The EPA requests that all vector data be submitted in geographic coordinate system, decimal degree units, and NAD83 datum. Raster data, such as aerial photographs, may be submitted in their native projection, and maps should be in the appropriate projection/coordinate system for the area depicted. Metadata, including information about the data's projection, can be developed using one of several built-in or add-on tools within a GIS, and typically is associated with the geometry file as an XML file.

Delivery Requirements

The contractor shall deliver data on data storage device, as well as direct electronic submission via email. Upon approval of the EPA Contracting Officer other delivery formats may be required for example as technology changes. If the project is complex, a directory structure and readme text file in the upper level directory that describes the structure is required. It is important to make all submittals as understandable and clear as possible.

EPA Acceptable Data Formats

The following file formats are considered acceptable and all maps and data must include an associated metadata document:

DATA
Vector - projected to geographic, decimal degrees, NAD83
Shape File (.shp, .shx, .dbf, .prj, .sbx, .sbn) Arc/INFO Coverage Oracle Dump (.dmp) Geodatabase (.mdb, .gdb) XML Workspace Document with dependencies clearly documented (.xml) XML Recordset Document (.xml)
Raster - native projection acceptable
TIFF image with world reference file or as a GeoTIFF (.tif, .tiff) JPEG image with world reference file (.jpg, .jpw) ERDAS Imagine image with pyramid file (.img, .rrd) MrSid image (.sid) ESRI Grid ESRI TIN DEM
CAD
DXF layer separates (.dxf)
Tabular - primary keys should be clearly identified/documented
MS-Access database (.mdb) MS-Excel spreadsheet (.xls) Delimited text file (.txt)

MAPS
Static
Adobe PDF at 300 dpi or better with embedded fonts (.pdf)
Dynamic
ArcMap document with associated data files in a stand-alone directory structure using relative paths (.mxd) ArcView project with associated data files in a stand-alone directory structure using relative paths (.apr)

FGDC Compliant METADATA

XML (.xml)
FGDC CSDGM XML (.xml)
FGDC CSDGM SGML (.sgml)
FGDC CSDGM TXT (.txt)

CHECKLIST

The following checklist may be used to assist in complying with these standards:

DATA

- ☐ Is each vector file in geographic, decimal degrees, NAD83?
- ☐ Is each raster file in its native projection?
- ☐ Is each data file one of the EPA acceptable formats?
- ☐ Does each data file have FGDC compliant metadata in an associated file?
- ☐ Are the primary and foreign keys documented for tabular data?
- ☐ Is a README text file included with a directory structure explaining how the structure is organized?

MAPS

- ☐ Is each static map provided in an electronic format at a resolution of 300 dpi or higher?
- ☐ Does each static map have fonts embedded?
- ☐ Has the page and print setup for map documents been configured to NOT use printer-specific paper settings?
- ☐ Are map documents set to use relative paths?
- ☐ Are map documents accompanied with their relevant data in a stand-alone directory structure?
- ☐ Does each map have FGDC compliant metadata in an associated file?

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

None

(b) A Standard Form 30 will be the method of amending delivery orders.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation

approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the

Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from

all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

Sheila Nematollahi-Rad
Phone: (415)972-3726
email: nematollahi-rad.sheila@epa.gov

Alternate Project Officer:

Jinky Callado
Phone: (415)972-3229
email: callado.jinky@epa.gov

Alternate Project Officer for approving invoices only:

Lily Chu
Phone: (415)972-3191
email: chu.lily@epa.gov

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

Paul Casagrande
Phone: (415)972-3719
email: casagrande.paul@epa.gov

Administrative Contracting Specialist:

Donald Bandur
Phone: (415)972-3721
email: bandur.donald@epa.gov

G.5 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned N/A. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Camp, Dresser & McKee (CDM)

Garcia and Associates (GANDA)

G.7 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

G.8 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the individual task orders.

G.9 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These

requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as

may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.10 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

To be determine

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.11 DESIGNATION OF RECYCLING COORDINATOR

As required by the clause entitled, "Acquisition and Use of Environmentally Preferable Products and Service" (Local 97-1), the Contractor shall submit reports to the EPA Recycling Coordinator.

The EPA headquarters recycling coordinator is:

Gail Wray
 EPA Recycling Coordinator
 US EPA Headquarters
 Arial Rios Building
 1200 Pennsylvania Avenue, N.W.
 Mail Code: 3204R
 Washington, DC 20460

Tel: (202)564-7683
 Email: wray.gail@epa.gov

G.12 FISCAL YEAR 2007-2008 AGENCY SMALL BUSINESS SUBCONTRACTING GOALS

Subcontracts	Dollar Value	Goal
Small Business	\$100 Million	50.0%
Small Disadvantaged Business (8(a) and SDB)	\$ 40 Million	20.0%
Woman-Owned Small Business	\$ 15 Million	7.5%
HubZone Small Business	\$ 6 Million	3.0%
Service Disabled Veteran Small Business	\$ 6 Million	3.0%

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (RAC) (EPAAR 1552.209-74) (OCT 2005)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment, task order, or tasking document and for a period of five (5) years after the completion of the work assignment, task order, or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(e) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(i) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of

contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
 1 = Poor,
 2 = Fair,
 3 = Good,
 4 = Excellent,
 5 = Outstanding,
 N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
 Cost Control,
 Timeliness of Performance,
 Business Relations,
 Compliance with Labor Standards,
 Compliance with Safety Standards, and
 Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance

period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.10 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and

amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that

require the furnishing of CBI to the subcontractor.

**H.13 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**H.14 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of

the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.15 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency

(EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.17 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment

or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager: Peter Lange
Contract Manager: Peter Lange
Financial Manager: Karen Poquette

(b) During the first 12 months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 12 months period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.20 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the

on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.22 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.23 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.24 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.25 SIGNING OF UNIFORM HAZARDOUS WASTE MANIFESTS AND LAND BAN NOTIFICATION/CERTIFICATION (LOCAL LW-03-01) (DEC 2001)

(a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications /demonstrations (40 CFR Part 268.7 and .8) ("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records of behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract.

(b) This clause may be inserted in subcontracts. The Contractor may delegate the authority set forth therein to its subcontractors.

H.26 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.27 EPA REGIONAL CROSSOVER (LOCAL LW-09-03) (DEC 2001) DEVIATION

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific Task Order (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept task order for services within any other EPA Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts

specified in the Section B clause titled "Minimum and Maximum Amounts"

H.28 UPDATE OF CONFLICT OF INTEREST PLAN (LOCAL LW-09-05) (DEC 2001)

The Contractor shall submit an annual report of any changes to the conflict of interest plan submitted with its offer to the Administrative Contracting Officer. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 calendar days after the close of the annual period. If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required.

H.29 DATA (LOCAL LW-27-11) (DEC 2001) DEVIATION

(a) The Contractor hereby agrees to deliver to the Government, as directed in individual task order for contract period of performance, the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims or Confidentiality."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the contract clauses of this contract.

(4) Copies of all other types of additional data, including but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements."

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the FAR contract clause 52.227-16, entitled "Additional Data Requirements," (Section I, by-reference) the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply, however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under condition restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph (a) above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.30 PERFORMANCE AND PAYMENT BONDS (LOCAL LW-28-13) (DEC 2001)

(a) The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this contract. The Contractor shall furnish payment and performance bonds with the United States as the obligee in amounts specified by the Contracting Officer. Upon request of the prime Contractor and with the consent of the Contracting Officer, the performance bond may be provided by the subcontractor.

(b) In all cases, the Contracting Officer has the latitude to determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.31 EXPERT TESTIMONY (LOCAL LW-37-17) (DEC 2001)

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.32 FUTURE EXPERT CONSULTING SERVICES (LOCAL LW-37-18) (DEC 2001)

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to

provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H.33 ACCESS RIGHTS AND ACCESS AGREEMENTS

The Government, with the assistance and cooperation of the Contractor, shall obtain access rights and access agreements, rights of way, land easements, and any other land agreements, as necessary, to fulfill the requirements of contract.

H.34 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous.

(b) In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, State, and Local statutes, regulations, ordinances, etc., regarding health and safety. Beyond this minimum requirement, the Contractor shall develop and submit for review to the Contracting Officer its corporate health and safety plan in accordance with the statement of work.

H.35 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them, may become the property of the Government. If materials recovered from remedial site are salvageable, the Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the RPM elects to have the contractor deliver recovered materials to commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

H.36 CLEANUP-CLEAN AIR INITIATIVE

The contractor shall use clean technologies and/or fuels on all diesel equipment to the extent practicable and/or feasible. Direction will be provided on a TO-by-TO basis. The preference is for clean diesel technologies, alternative fuels, such as biodiesel or natural gas-powered vehicles are also acceptable. These alternative fuels will be used where they are available and within a reasonable distance to sites. For equipment retrofits, the contractor will employ the Best Available Control Technology (BACT) on non-road and on-road diesel powered equipment used at a site. Examples of clean diesel technologies include diesel particulate filters (DPFs), and diesel oxidation catalysis (DOCs). For alternative fuel usage, the contractor will use at least a B20 blend (i.e., 20% biodiesel and 80% petrodiesel) or higher in the equipment engines that are used at a site.

H.37 PUBLIC COMMUNICATION

The contractor may be required to communicate with other government agencies

and the public. When doing so, the Contractor shall always represent itself as an EPA contractor.

H.38 NOTIFICATION TO SUBCONTRACTOR AND EMPLOYEES

(a) The Contractor shall ensure that the subcontractor is aware of the labor standard requirements and its responsibilities under these requirements.

(b) At time of award the Contractor shall furnish the subcontractor the Department of Labor Publication WH-1313, Notice to Employees Working on Government Contractors (obtainable from the Contracting Officer) for posting at the prominent and accessible place at the worksite before Contractor performance begins.

H.39 DAVIS-BACON ACT (DBA) WAGE DETERMINATIONS

(a) When developing solicitations for construction subcontracts exceeding \$2,000 the prime Contractor shall identify the applicable DBA Wage Determination from the "General Wage Determinations issued under Davis-Bacon and Related Acts" which are issued by the Department of Labor and available through the Government Printing Office (see FAR 22.404(3)). The prime Contractor shall notify the EPA Contracting Officer of the appropriate wage determinations to be used prior to issuance of the solicitation and/or prior to bid/proposal receipt. The prime Contractor shall request the EPA Contracting Officer to provide the applicable Wage Determination if the prime does not have access to the "General Wage Determinations".

(b) In instances where a published wage determination does not exist that is applicable to the work being performance and /or for the location at which the work is being performed, a project wage determination will have to be requested from the Department of Labor. The prime Contractor shall provide the EPA Contracting Officer with sufficient notice for him/her to request a project wage determination from the Department of Labor (see FAR 22.404- 3). The prime Contractor shall forward an SF308, "Request for Determination and Response to Request", with the classifications of labor identified. The EPA Contracting Officer will verify that the information contained on the SF308 is complete and verify the labor classifications requested with the Project Officer and RPM prior to forwarding the SF308 to the Department of Labor.

H.40 ADVANCE AGREEMENT ON BONDING

The Miller Act requires that the prime Contractor obtain performance and payment bonds on substantial and segregable construction exceeding \$25,000 under this contract. When required by the prime Contractor and approved by the Contracting Officer, the prime Contractor may be permitted to fulfill this requirement by requiring that the subcontractor furnish the bonds with the United States named as the obligee on the bond. In that event, it is hereby mutually agreed that there is no intent for the prime Contractor to merely act as the Government's purchasing agent and that this contract shall not be construed as a facilities management contract. It is further agreed that the privity of contract between the prime and the subcontractor and the responsibilities of each is not affected in any way by permitting the subcontractor to provide Miller Act bonds in lieu of the prime Contractor.

H.41 IMPLEMENTATION OF VALUE ENGINEERING IN RAC CONSTRUCTION SUBCONTRACTS

(a) General. This contract is for architect-engineering services. Accordingly, as set forth in FAR 48.104-1(c), the prime contractor shall not share in value engineering savings. However, the contractor shall encourage any subcontractor, under a subcontract for construction as defined in FAR 36.102, to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The subcontractor shall share in any instant contract savings realized from accepted VECP's in accordance with the Value Engineering--Construction clause contained in its subcontract.

(b) Definitions.

"Collateral costs," as used in this clause, means agency costs of operations, maintenance, logistic support or Government furnished property.

"Collateral savings" as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor development and implementation costs," as used in this clause, means those costs the prime contractor incurs on a VECP specifically in developing, testing, preparing and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor or subcontractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that:

1. Requires a change to the task order to implement; and
2. Results in reducing the estimated cost of the task order without impairing essential functions or characteristics; provided, that it does not involve a change:
 - I. in deliverable end item quantities only; or
 - II. to the contract or task order type only.

(c) VECP Preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

1. A description of the difference between the existing task order requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

2. A list and analysis of the task order requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
3. A separate, detailed cost estimate for:
 - I. the affected portions of the existing task order requirements, and
 - II. the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

4. A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
5. A prediction of any effects the proposed change would have on collateral costs to the agency.
6. A statement of the time by which a task order modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the task order completion time or delivery schedule.
7. Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract or task order numbers involved and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

1. The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
2. If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
3. Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to a task order citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a task order modification applies a VECP to a task order, the Contractor shall perform in accordance with the existing task order. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing.

1. The contractor shall not share in any savings attributable to any VECs. The Government's share of savings shall be determined in accordance with in the Value Engineering -- Construction clause contained in the construction subcontract, described in paragraph (h) below . In no event shall the government's share of savings be less than an amount determined by subtracting Government costs from instant contract savings and multiplying the result by:
 - I. 50 percent for fixed-price subcontracts or
 - II. 50 percent for Time and Material subcontracts.
 2. Task order Modifications. Government savings shall be reflected in reductions to the estimated costs of the applicable task order incorporated in a task order modification which shall:
 - I. Accept the VEC;
 - II. Reduce the task order estimated cost by the amount of instant contract savings minus the subcontractor's share of savings;
- (g) Collateral savings. The Contracting Officer shall be the sole determiner of the amount of collateral savings attributable to any VEC submitted by a subcontractor, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.
- (h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. This clause shall be substantially the same as that contained in FAR 52.248-3, modified to reflect the relationship of the parties (e.g., change "contractor" to "subcontractor" in appropriate places). Attached to this clause is an example of an acceptable subcontract Value Engineering clause. Any subcontract containing a Value Engineering clause shall be subject to the provisions of the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)". In computing any adjustment in this task order's estimated cost under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VEC accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor; provided, that these payments shall not reduce the Government's share of the savings resulting from the VEC.
- (i) Data. The Contractor may restrict the Government's right to use any part of a VEC or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract TBD, shall not be disclosed outside the Government or duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VEC is accepted, the Contractor hereby grants the Government unlimited rights in the VEC and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VEC and shall appropriately mark the data (The terms "unlimited rights" and

"limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) The contractor shall include in its monthly reporting the monthly and cumulative amounts of savings due to the incorporation of any VECPs under this contract.

(k) Neither the base or award fee of this contract shall be increased or decreased as a result of the incorporation of a VECP submitted by a construction subcontractor pursuant to subcontract clause at FAR 52.248-3.

**SAMPLE SUBCONTRACTOR CLAUSE ATTACHED TO CLAUSE
"IMPLEMENTATION OF VALUE ENGINEERING ON RAC CONSTRUCTION SUBCONTRACTS"**

VALUE ENGINEERING--CONSTRUCTION

(a) General. The subcontractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The subcontractor shall share in any instant contract savings realized from accepted VECP's in accordance with paragraph (f) below.

(b) Definitions.

"Collateral costs," as used in this clause, means agency costs of operations, maintenance, logistic support or Government or prime contractor furnished property.

"Collateral savings" as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Subcontractor development and implementation costs," as used in this clause, means those costs the subcontractor incurs on a VECP specifically in developing, testing, preparing and submitting the VECP, as well as those costs the subcontractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Contractor development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in subcontractor cost of performance resulting from acceptance of the VECP, minus allowable subcontractor and Contractor's development and implementation costs, including lower tier subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that:

1. Requires a change to the construction subcontract to implement;
and
2. Results in reducing the subcontract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change:
 - I. in deliverable end item quantities only; or
 - II. to the subcontract type only.

(c) VECP Preparation. As a minimum, the subcontractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

1. A description of the difference between the existing subcontract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
2. A list and analysis of the subcontract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
3. A separate, detailed cost estimate for:
 - I. the affected portions of the existing subcontract requirements, and
 - II. the VECP.

The cost reduction associated with the VECP shall take into account the prime and subcontractor's allowable development and implementation costs, including any amount attributable to lower tier subcontracts under paragraph (h) below.

4. A description and estimate of costs the Government or prime contractor may incur in implementing the VECP, such as test and evaluation and operating and support costs.
5. A prediction of any effects the proposed change would have on collateral costs to the agency or prime contractor.
6. A statement of the time by which a subcontract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
7. Identification of any previous submissions of the VECP, including the dates submitted, the agencies and task order and/or contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the TBD
(insert appropriate prime contractor representative) at the worksite.

(e) Prime contractor action.

1. The prime contractor shall notify the subcontractor of the status of the VECP within calendar days after the prime contractor receives it. If additional time is required, the prime contractor shall notify the subcontractor within the -day period and provide the reason for the delay and the expected date of the decision. The prime contractor will

process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

2. If the VECP is not accepted, the prime contractor shall notify the subcontractor in writing, explaining the reasons for rejection. The subcontractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the prime contractor. The prime contractor may require that the subcontractor provide written notification before undertaking significant expenditures for VECP effort.
3. Any VECP may be accepted, in whole or in part, by the prime contractor's award of a modification to this subcontract citing this clause. The prime contractor may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the subcontractor a notice to proceed with the change. Until such a notice to proceed is issued or a subcontract modification applies a VECP to this subcontract, the subcontractor shall perform in accordance with the existing subcontract.

(f) Sharing.

1. Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by
 - I. 45 percent for fixed-price contracts or
 - II. 75 percent for cost-reimbursement contracts.
2. Payments. Payment of any share due the subcontractor for use of a VECP on this subcontract shall be authorized by a modification to this subcontract to:
 - I. Accept the VECP;
 - II. Reduce the subcontract price or estimated cost by the amount of instant contract savings; and
 - III. Provide the subcontractor's share of savings by adding the amount calculated to the subcontract price or fee.

(g) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the subcontractor's share of collateral savings shall not exceed:

1. the subcontract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or
2. \$100,000, whichever is greater.

The Government Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(h) Lower tier Subcontracts. The subcontractor shall include an appropriate value engineering clause in any lower tier subcontract of \$50,000 or more and may include one in lower tier subcontracts of lesser value. In computing any adjustment in this subcontract's price under paragraph (f) above, the subcontractor's allowable development and implementation costs shall include any lower tier subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this subcontract, but shall exclude any value engineering incentive payments to a lower tier subcontractor; provided, that these payments shall not reduce the

Government's share of the savings resulting from the VECP.

- I. Data. The subcontractor may restrict the prime contractor's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract TBD, shall not be disclosed (insert either: "outside of the prime contractor or the Government" or: "to the prime contractor nor outside the Government") or duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the subcontractor or from another source without limitations."

If a VECP is accepted, the subcontractor hereby grants the prime contractor and the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the prime contractor and the Government shall have the rights specified in the subcontract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

H.42 REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses and certifications required by law.

H.43 TASK ORDER

(a) Performance of the remedial services in this contract shall be made only as authorized by Task Orders (TO) issued in accordance with Clause G.1, "Ordering - By Designated Ordering officers".

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Remedial services will only be ordered by the Contracting Officer (CO) through the issuance of individual TOs. All TOs issued will be for the services specified in each TO, and will be in accordance with the fixed rates specified in the section B clause entitled, "Fixed Rates for Services."

(e) In the event of an emergency, the CO or Ordering Officer may issue a verbal order, to be followed up within forty eight (48) hours with a written TO.

(f) The RPM named in the TO will be responsible for the technical

administration of TOs placed hereunder. Neither Ordering Officers nor RPMs have authority to modify any provision of this contract or any TO issued against this contract. Any request for deviation from the terms of this contract or any TO issued hereunder must be submitted to the CO for action.

(g) A separate Optional Form 347 will be issued for each TO. Each TO will include:

1. Date of the order, contract number, TO number, time of order (if issued verbally), statement of work, name of RPM responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of order, required time lines, delivery schedule and required completion date.

2. The specific PWS related to the remedial activity identified in the TO, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(h) The contractor shall acknowledge receipt of each task order in writing within ten (10) calendar days after its issuance date. Such acknowledgment shall be submitted to the Project Officer, with a copy forwarded to the CO responsible for contract administration.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall immediately notify the CO within ten (10) calendar days of receipt stating why the completion date is considered unrealistic.

(j) The ceiling amount for each TO will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase of the ceiling amount will be authorized in a written modification to the TO by the CO.

(k) A Standard Form 30 will be used to modify all TO, and will be signed by the CO and, when applicable, the Contractor.

(l) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall take precedence.

(m) In performing any task in the Performance Work Statement, the contractor shall not substitute personnel working on any site or assignment without the advance approval from the EPA RPM, PO or the CO. It is the responsibility of the contractor to provide the substituted personnel with all of the site information necessary to complete the work without delays. It is expected that the contractor will provide at least 3 weeks notice to EPA to transition new, qualified personnel to an existing assignment and that any transition will be done at the contractor's expense.

(n) Prior to issuing a TO the contractor shall be required to provide the following:

1. A work plan will be required. The contractor shall submit a work plan which outlines their project approach, a proposed staffing plan, and

a detailed cost proposal for the project. In the event the period of performance crosses into the next or future years in the contract the Contractor shall utilize the base year rates to calculate a task order price. Upon incorporation of the new escalated rates for years 2 and beyond the Contractor shall provide a revised cost proposal reflecting the new rates. The work plan shall be submitted to the CO, PO and the RPM by the established due date. Work shall not begin until the work plan has been approved by the CO and a TO has been issued.

2. Within 20 days of receipt of the notice of a proposed task order the Contractor shall provide a conflict of interest certification. Where TOs are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required. Before submitting the conflict of interest (COI) certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the CO or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

3. For every TO cost proposal the contractor shall provide the breakout cost for Cleanup-Clean Air Initiative as outlined in Statement of Work. The cost proposal for each TO shall have two estimates: 1) Cleanup-Clean Air Initiative if available and/or applicable 2) Conventional method. The Government will make the final determination to incorporate the Cleanup-Clean Air Initiatives or not on a TO-by-TO basis.

H.44 FIXED PRICE TASK ORDERS

Performance based task orders may be issued as fixed price. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are incorporated into the contract by reference.

52.229-3 JAN 1991 FEDERAL STATE AND LOCAL TAXES
 52.232-1 APR 1984 PAYMENTS
 52.232-15 APR 1984 PROGRESS PAYMENTS NOT INCLUDED
 52.232-32 FEB 2002 PERFORMANCE BASED PAYMENTS
 (Only applicable to firm fixed price
 performance based task orders)
 52.237-3 JAN 1991 CONTINUITY OF SERVICES
 52.242-15 AUG 1989 STOP WORK ORDER

52.242-17 APR 1984 GOVERNMENT DELAY OF WORK
 52.243-1 APR 1984 CHANGES- FIXED PRICE ALTERNATE I
 52.244-5 DEC 1996 COMPETITION IN SUBCONTRACTING
 52.245-2 APR 1984 GOVERNMENT PROPERTY (FIXED PRICE
 CONTRACTS) Alternate I
 52.246-4 AUG 1996 INSPECTION OF SERVICES (FIXED PRICE)
 52.249-2 SEP 1996 TERMINATION FOR CONVENIENCE (FIXED PRICE)
 52.249-8 APR 1984 DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

H.45 AWARD TERM INCENTIVE

(a) *General.* This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) *Period of performance.* Provided the contractor has achieved the performance measures , e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising a total of 3 earned award term incentive periods, the first consisting of 24 months, a second consisting of 36 months, and third one consisting of 24 months. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is 10 years.

Initial Period of Performance	Months 1-36	3 Years
Earned Award Term I	Months 36-60	2 Years
Earned Award Term II	Months 61-96	3 Years
Earned Award Term III	Months 96-120	2 Years

(c) *Right not to grant or cancel the award term incentive.* (1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if:

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period, or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any-

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) *Cancellation.* Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) *Award term incentive administration.* The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) *Review process.* The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-30	FEB 2007	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS

52.222-3	JUN 2003	CONVICT LABOR
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-10	SEP 2005	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-26	OCT 2003	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.236-25	JUN 2003	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-4	AUG 1998	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
52.248-2	MAR 1990	VALUE ENGINEERING PROGRAM--ARCHITECT-ENGINEER
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-7	APR 1984	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)

I.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (SEP 2007) DEVIATION

(a) *Definitions.* As used in this clause-

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following Federal actions:

- (1) Awarding of any Federal contract.
- (2) Making of any Federal grant.
- (3) Making of any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and *tribal organization* have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an

Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.* (i) Payment of reasonable compensation made to an officer or employee of the Contractor if

the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) *Professional and technical services.* (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure.* (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the

Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services. (2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties.* (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts.* (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

I.3 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (APR 2008)

(a) *Definitions.* As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT)

clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.4 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and

price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.7 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 23, 2008 through June 22, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$110M, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those

supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of __\$110M____;

(2) Any order for a combination of items in excess of __\$110M____;

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months beyond the expiration date of the contract.

I.10 LIMITATION OF GOVERNMENT LIABILITY (FAR 52.216-24) (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make

expenditures or incur obligations exceeding The funding authorized at the task order level dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,000,000.00 dollars.

I.11 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to start of the next award term.

I.12 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (APR 2008)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause-

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) And which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for

common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business contracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract towards its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the

National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority

Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited

and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small

business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith

with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least

one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I.13 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit

directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.14 EQUAL OPPORTUNITY (MAR 2007) (FAR 52.222-26) (MAR 2007)

(a) *Definition.* United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the

Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any

subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.15 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information

1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of

Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.16 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.17 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to ____TBD____.

I.18 AUTHORIZATION AND CONSENT (FAR 52.227-1) (DEC 2007)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the

Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

I.19 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (FAR 52.227-2) (DEC 2007)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

I.20 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (DEC 2007)

(a) Definitions. As used in this clause--

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and

operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the

performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data

delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs

(b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to

the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.21 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (DEC 2007) ALTERNATE II (DEC 2007)

(a) Definitions. As used in this clause--

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"--

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged,

to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in

paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not

liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition

against further use and disclosure: [Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.22 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (DEC 2007) ALTERNATE III (DEC 2007)

(a) Definitions. As used in this clause—

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance

requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right

to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software

and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.23 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (DEC 2007) ALTERNATE V (DEC 2007)

(a) Definitions. As used in this clause—

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The

term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this

contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to

any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all

data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

I.24 NOTIFICATION OF CHANGES (FAR 52.243-7) (SEP 2006)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.25 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Value greater than \$250,000.00

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required

under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Camp, Dresser, & McKee (CDM)
Garcia and Associates (GANDA)

I.26 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.27 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.28 EXCUSABLE DELAYS (JUN 2007) (FAR 52.249-14) (JUN 2007)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.29 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.30 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.31 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

I.32 METHOD OF SUBCONTRACTING

The Contractor shall establish and use value engineering or performance-based contracting structures for all of its construction subcontracts. Standards for value engineering can be found in clause H.42. Standards for performance-based contracting can be found at FAR 37.6 (Performance-Based Contracting).

I.33 AWARD TERM AVAILABILITY OF FUNDS

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Statement of Work
2	Task Inventory
3	Work Breakdown Structure
4	Reports of Work
5	Invoice Preparation Instructions
6	Site Specific Invoicing Instructions
7	Environmental Preferable Practices
8	Award Term Incentive Plan
9	Quality Management Plan (To be provided at the time of award)
10	Conflict of Interest Plan (To be provided at the time of award)
11	Subcontracting Plan (To be provided at the time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-R9-07-10101 are incorporated into this contract by reference.

ATTACHMENT 1

SOW

STATEMENT OF WORK

Remedial Action Contract 2 Full Service (RAC 2 FS)

STATEMENT OF WORK

I. BACKGROUND

This Remedial Action Contract 2 Full Service (RAC 2 FS) provides professional architect/ engineer, technical, and management services to the Environmental Protection Agency (EPA) to support remedial response, enforcement oversight and non-time critical removal activities under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); and the Robert T. Stafford Disaster Relief and Emergency Assistance Act pursuant to the Federal Response Plan (FRP) and other laws to help address and/or mitigate endangerment to the public health, welfare or environment, and to support States and communities in preparing for responses to releases of hazardous substances, as well as counter-terrorism.

II. GENERAL REQUIREMENTS

Contract services include performance of site management; remedial investigation and feasibility studies; engineering services to design remedial actions; construction management for implementing remedial actions, including issuing and managing subcontracts for construction of the selected remedy and engineering services in overseeing construction; engineering evaluation and cost analysis for non-time critical removal actions; enforcement support, including oversight of remedial investigations/feasibility studies, remedial design, remedial action, removal action, and negotiation support; and other technical assistance, including cleanup-clean air initiative, community involvement, sampling and analysis support, risk assessment, five-year reviews, long-term response actions and pre-design investigations. Services may include technical and management services supporting EPA's coordination and oversight of remedial activities where they are performed by a State, the U.S. Army Corps of Engineers (USACE), third party or responsible parties identified in enforcement actions. Services would also support activities under the Brownfields Initiative.

The RAC 2 FS plays a major role in the effective streamlining and acceleration of Superfund site cleanups and early action to reduce immediate risk to human health and the environment. This will be accomplished through integration of remedial and removal activities, with focus on removing redundancies in the site assessment process and creating a one-step site screening and risk assessment process. In line with this effort, the Contract has been designed to accomplish non-time critical removals as well as traditional Superfund remedial actions. Tasks under the work areas defined in the Statement of Work (SOW) will be specified, as needed, in work ordering instruments, and their scope may be modified to reduce redundancies and accelerate cleanups.

The Contractor shall provide professional architect/engineer, technical, and management services in support of EPA's remedial response, enforcement oversight, and non-time critical removal activities at sites of release or threatened release of hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act pursuant to the Federal Response Plan (FRP) and other laws to help address and/or mitigate endangerment to the public health, welfare or environment, and to support States and communities in preparing for responses to releases of hazardous substances, as well as counter-terrorism. This Contract shall not provide the above services for activities on Federal facilities.

A. IMPLEMENTATION OF THE SOW

When conducting activities under this contract, the contractor shall operate in accordance with all environmental statutes and regulations, as appropriate, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended, the Clean Water Act/Oil Pollution Act as amended, the Clean Air Act as amended, the National Contingency Plan as amended and the Toxic Substances Control Act as amended.

In accordance with applicable laws, regulations, guidance and policies, the Contractor shall furnish the personnel, services, materials, equipment, knowledge, and expertise to successfully complete the tasks required under this contract. Any and all services and products shall be delivered in compliance with all applicable Federal, State, and local laws, regulations, guidance and policies, and will be adjusted to reflect those applicable laws, regulations, guidance, and policies which become effective after the effective date of this contract.

The Contractor may be tasked to provide remediation services activities within Mexico or Canada. The Contractor will be subject to applicable foreign laws while performing these activities and for ensuring that all Mexican or Canadian requirements necessary to perform these activities are met.

B. CLEANUP - CLEAN AIR INITIATIVE

In the performance of all activities performed under this contract, the contractor shall use cleaner engines, cleaner fuel and cleaner diesel control technology on diesel powered equipment with engines greater than 50 horsepower based on the inventory of actual or potential diesel powered mobile and stationery equipment at the site when directed under each respective Task Order. Direction will be provided on a Task Order by Task Order basis. The contractor shall provide a break-out cost for each task order in accordance with the instruction in contract clause addressing submission of cost proposal.

Cleaner engines include non-road engines meeting Tier I or cleaner standards and for using on-road engines meeting 2004 On-Highway Heavy Duty Engine Emissions Standards or cleaner, whether the equipment is owned or rented. Cleaner fuels include biodiesel blends or ultra low sulfur diesel. Cleaner diesel control technology includes EPA or California Air Resources Board ("CARB") verified diesel particulate filters ("DPFs") or diesel oxidation catalysts ("DOCs"). The contractor shall track emissions reduced (i.e., tons of diesel particulate matter reduced) associate with using cleaner diesel equipment and fuels.

The contractor shall evaluate all reasonably feasible renewable energy sources when conducting work related to selecting a cleanup remedy, constructing a cleanup remedy, and when optimizing an existing cleanup remedy. Sources of renewable energy include solar, wind, and biomass and biogas. Examples of renewable energy technologies include photovoltaic panels, wind turbines, digesters, gasifiers, and microturbines. Part of evaluating renewable energy sources and technologies will involve a cost analysis, comparing the energy costs from renewable sources versus traditional electricity sources provided by local utilities, over the expected life of the cleanup remedy. Similarly, an evaluation of the avoided emissions as a result of using renewable energy sources versus traditional energy sources provided by local utilities shall be performed. The contractor shall also evaluate the cost of purchasing green power from organizations that offer green power within the appropriate state.

C. WORK AREAS, TASKS AND WORK BREAKDOWN STRUCTURE

The Work Breakdown Structure (WBS) (Exhibit 1) presents Tasks for each Work Area. The Task Inventory (Exhibit 2) presents all the tasks and indicates which Work Areas the tasks would apply. Not all tasks described under each Work Area in the WBS will be used for every assignment. The contractor shall utilize the SOW WBS, as presented and supplemented through individual Work Ordering Documents, for project scoping, scheduling and technical and costs tracking and reporting.

Work Areas are organized into three categories:

- o Fund-Lead Site Specific Work Areas
- o Enforcement Support Site Specific Work Areas
- o Other Technical Assistance Site Specific Work Areas

In addition to outcomes and deliverables listed within Work Areas, individual work ordering instruments may specify additional outcomes and deliverables.

The contractor shall avoid duplication of prior efforts in gathering and assimilating site information and recommend opportunities for early actions in order to reduce site risks as quickly as possible. The contractor shall utilize the most applicable and current regulations and guidance documents when conducting work. The contractor shall continually look for and implement ways to streamline activities and minimize costs without compromising quality. The contractor shall assign work to personnel at the appropriate professional and/or technical levels and with the appropriate skills to most efficiently perform tasks.

When tasked, the Contractor shall provide the services in the SOW to any EPA Regional Office, unless specific place of performance limitations are established in the Contract.

III. SPECIFIC REQUIREMENTS

The contractor shall perform the following activities when requested via the issuance of a task order instrument. Additional outcomes and deliverables may be further defined in the respective task order document.

A. FUND-LEAD SITE SPECIFIC WORK AREAS

The EPA will issue work ordering instruments for sites that have been selected by EPA for fund-financed study and/or remedial action, where EPA has assumed the lead responsibility for managing the site. The activities to be performed shall be consistent with Section 300.68 of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and Section 121 of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)

Under the RI, assess the extent of contamination, assess the risks to human health and the environment, and support the development, evaluation and selection of appropriate response alternatives. Under the FS, assist in developing appropriate remedial alternatives and evaluate them so the appropriate remedy may be selected. RI/FS activities must be in accordance with all applicable regulations and guidance including but not limited to OSWER Directive 9355.3-01, 10-88 (Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA). The Government may order a combined RI/FS or separate RI or FS. This will be defined in the work ordering instrument.

Expected outcomes and deliverables:

1. Remedial Investigation Report (and/or)
2. Feasibility Report/Study

REMEDIAL DESIGN

Convert the remedy selected in the Record of Decision (ROD) into a final design document for the Remedial Action (RA). All activities shall be in conformance with the remedy selected and set forth in the ROD, or otherwise directed by EPA.

Expected outcomes and deliverables:

1. Design Criteria/Conceptual (Preliminary) Design
2. Intermediate Design
3. Pre-final/ Final Design (including cost estimate)

REMEDIAL ACTION

Implement the design remedy through the procurement of a construction subcontractor(s), construction management activities, and technical and field engineering services, in accordance with the objectives of the Remedial Design.

Expected outcomes and deliverables:

1. Construction completion and/or implementation of remedy
2. Remedial Action Report

CONSTRUCTION SUPPORT

Provide technical assistance during the implementation of a Fund-lead RA or Long Term Response Action (LTRA) to support the Remedial Project Manager with Resident Engineering services in accordance with the objectives of the Remedial Design and LTRA.

Expected outcomes and deliverables:

1. Comments on RA submittals
2. Oversight inspection

LONG TERM RESPONSE ACTION

Implement on-going design remedy involving operation of long-term treatment systems for ground water and surface water restoration measures, including natural attenuation. This applies to the first ten years of restoration.

Expected outcomes and deliverables:

1. Operation, maintenance and sampling programs as described in the applicable Operations and Maintenance Manual
2. Performance Reporting
3. Operation of treatment system

NON TIME CRITICAL REMOVAL SUPPORT (EE/CAs)

Provide Non-Time Critical Removal Support in accordance with "Engineering Evaluation Cost Analysis Guidance for Non-Time Critical Removal Actions" (EPA, 1987, or latest revision) and "Outline of EE/CA Guidance" (EPA, March 30, 1988, or latest revision).

Expected outcomes and deliverables:

1. Engineering Evaluation/Cost Analysis

NON-TIME CRITICAL REMOVAL ACTION

Implement the design remedy involving the procurement of a construction subcontractor(s) and construction

management activities, in addition to technical engineering services, in accordance with the objectives of the Remedial Design. Prepare necessary design documents required to implement the alternative identified in the Action Memo approved by the Agency.

Expected outcomes and deliverables:

1. After Action Report

POST-CONSTRUCTION REMEDIAL ACTION

Implement improvements to the design remedy and incorporate Five Year Review follow up recommendations through the procurement of a construction subcontractor(s), construction management activities, and technical and field engineering services, in accordance with the objectives of the initial and post construction Remedial Designs.

Expected outcomes and deliverables:

1. Construction completion and/or implementation of remedy improvements
2. Remedial Action Report

B. ENFORCEMENT SUPPORT SITE SPECIFIC WORK AREAS

RI/FS OVERSIGHT

Oversee Potentially Responsible Party (PRP) RI/FS activities. Verify PRP technical work is conducted in accordance with the Settlement Agreement (administrative order on consent or a judicial consent decree) statement of work.

Expected outcomes and deliverables:

1. Technical Review and Comments on PRP submittals
2. Field oversight of PRP on-site activities

NEGOTIATION SUPPORT

Monitor and provide technical support to EPA staff during negotiations with PRP for implementation of the Remedial Investigation/Feasibility Study, Remedial Design/Remedial Action, or Removal Action activities.

Expected outcomes and deliverables defined in individual work order instrument.

RD OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree or an unilateral administrative order) statement of work.

Expected outcome:

1. Comments on PRP Submittals

RA OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or a unilateral

administrative order) statement of work.

Expected outcome:

1. Comments on PRP Submittals
2. Oversight/field inspection of PRP construction operations

REMOVAL OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree) statement of work.

Expected outcome and deliverables:

1. Comments on PRP submittals.
2. Oversight/field inspection of PRP removal activities

LONG-TERM RESPONSE OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or a unilateral administrative order) statement of work.

Expected outcomes and deliverables defined in individual work order instrument.

OPERATION AND MAINTENANCE (O&M) OVERSIGHT

Verify that PRP O&M is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree) statement of work. If State is conducting O&M, verify that State O&M is conducted in accordance with Superfund State Contract and O&M Plan.

Expected outcomes and deliverables defined in individual work order instrument.

LITIGATION SUPPORT

Provide EPA with technical support with regard to litigation. However, the contractor will not provide any legal services, representation or counseling to EPA.

Expected outcome and deliverables defined in individual work order instrument.

POST-CONSTRUCTION RA OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or a unilateral administrative order) statement of work. Incorporate EPA approved PRP initial and post construction remedial designs that address Five Year Review remedy follow up recommendations.

Expected outcome:

1. Comments on PRP Submittals
2. Oversight/field inspection of PRP construction operations

C. OTHER TECHNICAL ASSISTANCE SITE SPECIFIC WORK AREAS

COMMUNITY INVOLVEMENT

Assist in the preparation and implementation of the Community Involvement Plan for the site.

Expected outcome and deliverables defined in individual work order instrument.

SAMPLING AND ANALYTICAL SUPPORT

Provide sampling and analytical support including long term monitoring.

Expected outcome and deliverables defined in individual work order instrument.

PRE-DESIGN INVESTIGATION

Perform pre-design investigations.

Expected outcome and deliverables defined in individual work order instrument.

TREATABILITY STUDY/PILOT TESTING

Provide the data necessary to evaluate and implement one or more remedial alternatives. These studies generally involve characterizing untreated wastes and evaluating the performance of the technology under different operating conditions.

Expected outcome and deliverables defined in individual work order instrument.

RISK ASSESSMENT

Conduct Baseline Human Health Risk Assessment and Baseline Ecological Risk Assessment and prepare the necessary documents to characterize and quantify, where appropriate, the current and potential human health and environmental risks that would prevail if no further action is taken.

Expected outcome and deliverables defined in individual work order instrument.

PRELIMINARY ASSESSMENT FOR SITE ASSESSMENT

Provide preliminary assessment activities for site assessments. Preliminary assessments (PA) are intended to provide a preliminary screening of sites to facilitate the assignment of site priorities. EPA shall determine site priorities for placing sites on the National Priority List (NPL). Conduct all preliminary assessments in accordance with "Guidance for Performing Preliminary Assessments under CERCLA," OSWER Directive 9345.0-01A, September 1991, or latest revision. Major activities include background research, a site reconnaissance, the generation of a PA report, and the generation of a preliminary Hazard Ranking System (HRS) score. The EPA shall make the determination of final HRS scores.

Expected outcome and deliverables defined in individual work order instrument.

1. Draft and final PA report

SITE INSPECTION FOR SITE ASSESSMENT

Perform site inspection activities for site assessments. Site inspections (SI) are the second phase of an ongoing screening process used to determine whether a site has the potential to be included on the National Priorities List. The EPA shall determine site priorities for placing sites on the National Priority List (NPL). This work area includes Screening Site Inspections and Expanded Site Inspections. All Site inspections shall be performed in accordance with "Guidance for Performing Site Inspections under CERCLA," OSWER Directive 9345.1-05, September 1992, Interim Final, or latest revision. Major activities include background research, field sampling, generation of an SI report, and generation of an HRS score. The EPA will make the determination of the final HRS score.

Expected outcome and deliverables defined in individual work order instrument.

HRS PACKAGE PREPARATION FOR SITE ASSESSMENT

Prepare Hazard Ranking System (HRS) packages for site assessments. The Hazard Ranking System is a scoring system that evaluates the relative threat to public health and the environment posed by releases and potential releases of hazardous substances. The HRS score and the supporting documentation are compiled into an HRS package. The EPA uses the information in this package to determine HRS scores, to determine priorities of sites for placement on the National Priority List (NPL), and to place sites on the NPL. Major activities in this work area include background research, generation of an estimated HRS score, preparation of a summary report or data gap memo if necessary, and the generation of an HRS documentation record.

Expected outcome and deliverables defined in individual work order instrument.

SITE SECURITY AND MAINTENANCE

Perform site security.

Expected outcome and deliverables defined in individual work order instrument.

DESIGN ASSISTANCE

Perform design assistance activities.

Expected outcome and deliverables defined in individual work order instrument.

FIVE-YEAR REVIEW

Provide technical support to determine whether the remedy at a site is/remains protective of human health and the environment and evaluate the implementation and performance of the selected remedy in accordance with OSWER Directive 9355.7-03B-P, "Comprehensive Five-Year Review Guidance", June 2001. The contractor shall consider all current and past activities at the site. EPA will make all final determinations.

Expected outcome and deliverables:

A Five-Year Review document is at a minimum, (1) submitted on or before the due date, (2) consistent with the Comprehensive Five-Year Review Guidance, (3) contains a protectiveness statement that is well supported by the document, and (4) provides information specified in the guidance for any identified follow-up actions that affect the protectiveness of the remedy.

RECORDS MANAGEMENT AND ADMINISTRATIVE SUPPORT

Compile the site file and the Administrative Record. The site file shall contain all site-related documents including memoranda, correspondence, reports, photographs, lab data and other material produced or received by EPA. The Administrative Record is a subset of the site file containing documents that relate to public involvement and the selection of the Remedial Action.

Expected outcome and deliverables defined in individual work order instrument.

REAL PROPERTY ACQUISITION SUPPORT

Perform support for property acquisition activities. The EPA will perform actual acquisition activities.

Expected outcome and deliverables defined in individual work order instrument.

TECHNICAL ASSISTANCE

Perform expert technical assistance for a specific site.

Expected outcome and deliverables defined in individual work order instrument.

INTEGRATED SITE ASSESSMENT/INVESTIGATION

Perform integrated site assessment and investigation activities for both potential removal candidates and potential NPL candidates. Integrated site assessment and investigation activities will generally be performed under the following conditions:

- Public drinking water supplies are or may be contaminated with a hazardous substance;
- Private wells are or may be contaminated with a hazardous substance above a health based benchmark;
- Soils on school, day care center, or residential properties are or may be contaminated above background levels;
- A hazardous substance is detected or suspected above background in an off-site air release in a populated area;
- A highly toxic substance known to bioaccumulate has been or may have been discharged into surface waters; and/or
- Sensitive environments are or may be contaminated with a hazardous substance above background levels.

Activities performed pursuant to this requirement shall be in conformance with OSWER Directive 9345.1-FS, September 1993 entitled, "Integrating Removal and Site Assessment Investigation's (EPA/540-F-93-038).

Expected outcome and deliverables defined in individual work order instrument.

Attachment 1

Attachment to Work Statement Agency Personnel Procedures for Contractor Personnel October 2006

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access

to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfitting and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);

Investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire or Public Trust Positions, and submit the form electronically to PSB via the Office PM's Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor

employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No. 1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the "Continuation Space" on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form I-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the "red flag" issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF

85P);

- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees= work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

"EPA Information System" means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.

"EPA Controlled Facilities" means:

"EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;

"EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only.

"Government-owned contractor-operated facilities, including laboratories;

"The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.

"Foreign National" means an individual who is not a United States citizen.

(End of clause)

ATTACHMENT 2

TASK INVENTORY

Remedial Action Contract 2 Full Service (RAC 2 FS)

TASK INVENTORY

April 4, 2007

Exhibit 2

ATTACHMENT 3

WORK BREAKDOWN STRUCTURE

ATTACHMENT 4

REPORTS OF WORK

Remedial Action Contract 2 Reports of Work for Task Orders Attachment B

1.0 Introduction

1.1 Overview

EPA requires Remedial Action Contractors to submit various types of information on their work, ranging from Task Order Work Plans to project deliverables. The purpose of this Appendix is to describe the categories of reports of work Contractors shall be required to provide routinely to EPA under a Remedial Action Contract 2 (RAC 2). Required report format, content, and submission instructions are also presented here.

1.2 Report Categories

The required standard categories of RAC reports are (1) Progress Reports; (2) National Reports; (3) Electronic Reporting; (4) Electronic Invoicing; (5) Work Plans; (6) Project Reports (i.e., RI/FS report); (7) Cost Recovery Documentation; (8) Non-CLP Analytical Services Tracking; and (9) Region Specific Reporting Requirements.

Report Title	Frequency	Number of Copies	Recipients
Progress Reports*			
• Executive Summary (Narrative and Backup Overall Contractual Reports)	Monthly	1 Paper 3 CD ROMs	CO CO (1) & PO (2)
• Task Order (TO) Reports (Narrative and Financial Status)*	Monthly	PDF of TO Rpts*	TOMs
• Contract Invoice Backup Reports*	Monthly	PDF w/TO Rpts*	TOMs
National Reports			
• Executive Summary (Narrative and Backup Overall Contractual Reports)	Monthly	1 PDF each via e-mail	HQ - OSRTI HQ - OAM
Electronic Reporting	Monthly	Data loaded via EDI See Section 8	
Electronic Invoicing	Monthly	Data loaded via EDI See Section 8	
Work Plans	In Response to Task Orders	1 PDF each via e-mail	CO, PO, & TOM
Project Reports	As Specified in Task Orders	As Requested	As Requested
Cost Recovery Documentation	As Requested	As Requested	As Requested
Non-CLP Analytical Services Tracking	Monthly	See Section 11	See Section 11
Region Specific Reporting Requirements	As Requested	See Section 12	See Section 12

* Sent as PDF files via e-mail to Task Order Managers. Entire Monthly Progress Report to be submitted on CD ROM to CO and PO. At the end of each Contract Year, consolidate year's reports on to one (1) CD ROM. Provide both PO and CO with copy of yearly consolidation.

TOM = Task Order Manager

PO = EPA Project Officer

CO = EPA Contracting Officer

HQ - OSRTI = Headquarters, Office of Superfund Remediation and Technology Innovation, Contracts Management

Branch

HQ - OAM = Headquarters, Office of Acquisition Management

RTP = Research Triangle Park

- Note: RTP Receives Invoice Backup only as part of Invoice Submission.

ATTACHMENT 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number A1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) Invoices on contracts with option periods shall uniquely identify the option period in the invoice number. Base period invoices shall start with the letter 'A'; option period one invoices shall start with the letter 'B'. This lettering system shall continue for all invoices. Invoice number A1 will be the first invoice for the base period of the contract.
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are
for appropriate purposes and in accordance
with the agreements set forth in the
contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the

invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the

period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract

are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee,

including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 6

SITE SPECIFIC INVOICING INSTRUCTIONS

SITE SPECIFIC INVOICING REQUIREMENTS*September 8, 1998 (12:14PM)*

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for : Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **123R1**, (if it requires more than one reclaim, invoices are to be numbered:123R2, 123R3 etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **146X**. For example:

Voucher purpose	Original voucher	Reclaim suspended costs	Indirect cost rate adjustments	Audit adjustments
Voucher number	123	123R1, 123R2..	117Z	146X

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (**S/S Attachment**) to the invoice. All invoiced costs are separated into the following categories:

- ◆ Sites with an EPA SSID, e.g. "01X3," one line per site should be used;
[See description at item 2 page 3].
- ◆ All other sites without an EPA SSID, e.g. "ZZ," one line per site should be

used;

◆ Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site task order, one line per task order;

◆ Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve task orders may submit a separate page for each task order [applying the same format] if so directed by the EPA Project Officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause" to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Attachment F-1 within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the **Chief, Program and Cost Accounting Branch, Financial Management Division at (202)564-4925.**

**EXPLANATION OF EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT**

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: **Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column No. Column Title

- 1 **(Optional) Technical Direction Document (TDDs) or Task Order (TO)**
- The full TO number is provided by the applicable EPA contract manager, e.g., the Task Manager. If the contractor is providing a separate page for each TO, the TO number may be placed in the upper left corner. Otherwise the TO or TDD numbers must be placed in this column.

- 2 **Region/SSID-** This four-digit code, e.g., **01X3** or **A1X3**, consists of:
 - a. The first digit will always be a **"0" ZERO**. Unless the region exceeds the use of two-digit sites; then the first digit will be an **alpha, e.g., "A", "B"...** Thus the SSID will be **A1X3**;
 - b. The second digit is the regional identifier, e.g., one (1) for Region I, two (2) for Region II, etc. and zero (0) for Region X,
 - c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (**see 2.a**).
*Example, if Region I sites **did not exceed** two digits, the Region/SSID will be **01X3**; however, if Region I sites **exceeded** the two digits, the Region/SSID will be **A1X3**.*

- 3 **Action Code** - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the TO or the TDD.
However, for FY95 funding and before, the one-digit activity code may be used. (*Note- For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code.*)

- 4 **Operable Unit** - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, e.g., Task Manager, Project Officer, etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.

- 5 **Site Name or Non-site Description** - The name of the site, up to 28 characters. *When the site name exceeds 28 characters, use the first 28.* **NOTE:** For non-site-specific activities, use this column to briefly describe the non-site activity.

- 6 **Action Sequence Number(Cost Organization Code)-** The four-digit

code used to represent the activities performed will be provided by the Task Manager/Project Officer on the TO or TDD. This code is required for all Superfund costs (site-specific and non-site-specific).

7 **IFMS line Reference** - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (**PO**). This three-digit line reference is found on the Invoice Approval Form (2550- 19T).

8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00."

9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.

10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

<u>Row</u>	<u>Row Title</u>
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1	Previous invoice site corrections; This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments. Only corrections or adjustments of site costs charged to previous invoices shall be listed in Row 1 . The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
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2	Sites W/SSID; Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, e.g., Task Manager or Project Officer (PO).
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3	Sites W/O SSID; Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- Previous Invoice Site Correction -- must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.
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4	Non-site Superfund; Superfund non-site-specific costs, along with base and award fees, as described below.
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Contract-wide Program Management - Technical and Administrative;

For those contracts requiring separate identification of technical and administrative program management, *such as* ARCS, the respective amounts should be delineated in compliance with instructions provided either by the contract or TO. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the **Regional/Remedial Service Center, Superfund/RCRA Regional Procurement Operations Division, Office of Acquisition Management (OAM)** at (202) 564-4712.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management-Administrative."

Task Order Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site TOs. The contractor should note that these costs should also be allocated to the sites under each respective TO as part of the annual allocation process. For further Guidance on annual allocation, contact the **Program and Cost Accounting Branch** at (202) 564-4925.

Other Non-Site-specific Activities; If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (***Site Name/Non-site description***). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Program and Cost Accounting Branch** at (202)564-4925.

Base and Award Fees; Base and Award Fees ***which are not*** site-specific should be listed in this Superfund Non-site Section.

5 Non-superfund; All non-Superfund costs invoiced should be reported on the s/s attachment by appropriation such as Oil, RCRA, etc. These costs must be sorted by TDD/TO within each appropriation; as directed by the project officer.

6 Total Invoice Amount; This amount is the total of the costs listed in column 9, "Current/Adjustment Amount," e.g., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

◆ Provide one line per site or activity, sorted alpha/numerically and by Region.

- ◆ Page Formatting:
 - Upper Left Corner** - Contract Number, Delivery Order Number (if applicable), Invoice Number, and TO (optional).
 - Upper Right Corner** - Contractor Name and Invoice Period of Performance.
 - Bottom Left Corner** - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.
 - Bottom Right Corner** - Page number for the attachments, e.g., Page 1 of 7, 2 of 7, etc.

EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

CONTRACT #: 68-W1-1234

INVOICE #: 151

DELIVERY ORDER #: _____

WORK ASSIGNMENT# _____

CONTRACTOR NAME: ABC COMPANY

INVOICE PERIOD OF PERFORMANCE: 03/27/97-04/27/97

Sort by Region and by site

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Cost Categories	(Option al) TDD/WA #	Regio nal SSID (4 posi)	Actio n Code (2 Pos)	Opera ble Unit (2 Pos)	Site Name Non-Site Description	Actio n Seq. # (Cost Org.C ode) (4 pos)	IFMS line Refer ence (3 Pos)	Invoi ce # legen d	Current/ adjustme nt Amount	Cumula tive Charge
1. PREVIOUS INVOICE SITE CORRECTIONS										
								SUBTO TAL		
2. SITES WITH SSID										

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	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
SUBTOTAL								SUBTO TAL		

3. SITES WITHOUT SSID										
SUBTOTAL								SUBTO TAL		

4. NON-SITE										
SUPERFUND										
A) CONTRACT WIDE										
PROGRAM MANAGEMENT										
--										
MOBILIZATION (RACs)										
-- TECHNICAL										
--										
ADMINISTRATIVE										
-- EQUIPMENT										
(RACs)										
B) WA PROJECT										
SUPPORT										
C) OTHER NON-SITE										
SPECIF										
ACTIVITIES:										
-- SITE										
SUPPORT										
--PROGRAM										
SUPPORT										
D) BASE FEE										
E) AWARD FEE										
SUBTOTAL								SUBTO TAL		
TOTAL SUPERFUND										
5. NON-SUPERFUND										
A) Oil Spill										
Activities							ADD			

EP-S9-08-03

6. TOTAL INVOICE AMOUNT								TOTAL		
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INVOICE LEGEND:

123- Error in charging work assignment and site number

EP-S9-08-03

ATTACHMENT 7

ENVIRONMENTAL PREFERABLE PRACTICES

ENVIRONMENTALLY PREFERABLE PRACTICES

1. Guidance on "green" buildings construction as well as operations and maintenance can be obtained at the following addresses: <http://www.epa.gov/greenbuilding/> and <http://www.wbdq.org>

2. Guidance on making both your business and your vehicle fleets "greener" is attached in Exhibit 1 of this attachment.

3. Guidance on utilizing "green" accommodations while on travel status can be obtained at the following address:
http://www.epa.gov/opptintr/greenmeetings/current_init.htm#STANDARDS

4. Guidance on planning "green" meetings can be obtained at the following address:
<http://www.epa.gov/oppt/greenmeetings/tool.htm>

5. Guidance on pollution prevention in the workplace can be obtained at the following address: <http://www.epa.gov/p2/aboutp2/business.htm>

6. Guidance on improving the environmental performance of your business by developing an environmental management system can be obtained at the following address: www.epa.gov/ems

Information on how to get public recognition for meeting your business's EMS targets and having an exemplary EMS can be obtained at: www.epa.gov/performancetrack/

7. Guidance on electronics procurement, reuse, and recycling can be obtained at the following addresses: www.federalelectronicchallenge.net
<http://www.epa.gov/wastewise/pubs/wwupd14.pdf> and
<http://www.epa.gov/req3wcmd/pdf/pcrecycling601.pdf>

8. Guidance on doing Environmentally Preferable Purchasing can be reached at the following address: <http://www.epa.gov/epp/> and, more specifically,
<http://www.epa.gov/oppt/epp/products.htm>

Guidance on complying with the "buy recycled" Comprehensive Procurements Guidelines or CPG for Federal Facilities and any entity (e.g. federal contractors) which uses Federal Funds to purchase the designated products can be found at www.epa.gov/cpg. A list of products which must be purchased with recycled content in order to comply with the CPG, along with a list of product vendors can be found at
<http://www.epa.gov/cpg/database.htm>.

9. Information on how to get technical assistance for and public recognition of your businesses's efforts to reduce your energy use and waste generation can be obtained at the following addresses:
www.epa.gov/energystar
www.epa.gov/wastewise

PREPARING THE ANNUAL REPORT

For all of those items checked on the cover page of the report, please provide statistics and details on a separate page (not to exceed 10 pages total). For example, 500 hotel reservations were made over the past period of performance and a total of 300 of those reservations were made at four (4) hotels that are involved in environmentally conscious programs.

For all of those items not checked on the cover page, please provide a justification.

Please address any steps your company has taken in the last year to improve its environmental performance. For example, a recent membership in an environmentally conscious group, any environmental awards, etc.

The contractor shall use the following page as the cover page of their report.

ENVIRONMENTAL REPORT

(contractor's name) has utilized environmentally preferable practices from 1 October ____ to 30 September ____ as follows (check all that apply):

____ Utilized environmentally conscious hotels. Reservations at these hotels have been made after confirming that the hotel is involved in an environmentally-conscious program, which may include those programs listed at the address referenced at number 3 above, and/or, meets a majority of the items listed in any of the environmentally conscious guidelines/checklists provided by those programs.

____ Utilized methods to ensure the buildings are energy and water efficient and offer employees good indoor environmental quality by utilizing information listed on the website referenced in number 1 above.

____ Utilized methods to ensure that office products/machines purchased for use under this contract are environmentally preferable. See EPA's Green Criteria for Office Supplies to see how we define "green" for various office supplies by going to www.epasupplies.com, then clicking on EPA Overview, Green Office Supplies at EPA.

____ Utilized methods to ensure that environmentally preferable products and services are procured. Guidance can be found at the websites listed in number 8 above.

____ Utilized methods to "green" fleet acquisition and maintenance. See Exhibit 1.

____ Utilized methods to ensure that unusable computer equipment is recycled in an environmentally responsible manner. See number 7 above.

____ Utilized methods to reduce the amount of pollution emitted by the organization. See the website referenced in number 5 above.

____ Other actions

____ List all citations, warnings, judgements, fines issued by any Federal, State, or local authority for violations of any environmental law, regulation, ordinance, or code and briefly describe what action your company has taken or plans to take to come into compliance.

EXHIBIT 1
QUICK TIPS ON HOW TO GREEN
FLEET ACQUISITION AND MAINTENANCE

FLEET ACQUISITION TIPS

★ Review the Federal Express/Environmental Defense partnership which has resulted in the development of a hybrid delivery truck. 20 prototypes will be on the street this fall, and 100 for 2004. They are looking for other partners to test these trucks out.

Contact: Tom Murray or Bashar Zeitoon, Environmental Defense
Email: tmurray@environmentaldefense.org, bzeitoon@environmentaldefense.org
Website:

<<http://www.environmentaldefense.org/system/templates/page/subissue.cfm?subissue=18>>

★ Join the Hybrid Truck Users Forum (HTUF). This group, coordinated by CalStart, and funded largely by DOE, is a collective group of fleet managers from the private and public sector working together to create hybrid trucks that meet their performance and cost demands and reduce impact on the environment.

★ Website: <<http://www.calstart.org/programs/htuf/index.php?p=programs>.>

★ Learn about the use of hybrid vehicles in fleets. The Center for a New American Dream, in conjunction with U.S. Communities/National Association of Counties, is developing a national solicitation for the cooperative purchase of hybrid electric sedans and SUV's in public (local and state government) fleets. The Center also will be investigating applications for HEV's in private fleets. Website features a growing body of information on HEV's.

Contact: Naomi Friedman
Phone: 301-891-3683
Email: naomi@newdream.org
Website: <www.newdream.org>

★ Look at Greenseal's Green Fleets Manual for a comprehensive set of tips to consider.

Contact: Mark Petruzzi
Phone: 202-872-6400
Email: mpetruzzi@greenseal.org
Website: <www.greenseal.org>

★ Join EPA's SmartWay Transport Partnership and get free technical assistance and national recognition for employing more fuel efficient, cleaner vehicles and transportation practices.

Contact: Cheryl Bynum at EPA
Phone: 734_214_4844
Email: Bynum.cheryl@epa.gov
Website: <www.epa.gov/smartway/transport>

★ Seek out fleet vehicles which do not contain mercury or work with vehicle manufacturers who have a mercury recycling program in place at the end of the vehicle's life. (Add to your Statement of Work for Fleet purchases).

Website: <http://www.informinc.org/p020306h.k.carbid10_01.pdf> to see the State of Minnesota's contract in which this was done.

★ Seek out fleet vehicles which have low PVC content. (Add to your Statement of Work for Fleet purchases).

Website: <http://www.informinc.org/p020306h.k.carbid10_01.pdf> to see the State of Minnesota's contract in which this was done.

★ For fleets that operate locally, look into electric vehicles or alternative fueled vehicles such as CNG or LNG.

Contact: Shabnam Fardanesh, Regulatory Manager, EPA Federal Fleet Activities,
Office of FreedomCAR and Vehicle Technologies, DOE.
Phone: (202) 586-7011
Email: shabnam.fardanesh@ee.doe.gov
Website: <www.ott.doe.gov/epact/fed_fleet_prog.shtml>

★ Contact DOE's CleanCities Program to find out more about building Alternative Fueled Vehicles (AFV) fleets and fuel infrastructure.

Contact: Shelley Launey, Clean Cities Program Director
Phone: (202) 586-1573
Email: shelley.launey@ee.doe.gov
Website: <http://www.cities.doe.gov/>

FLEET MAINTENANCE TIPS

★ Look at Greenseal's Green Fleet Maintenance Standard for fleet maintenance tips.

Contact: Mark Petruzzi
Phone: 202-872-6400
Email: mpetruzzi@greenseal.org
Website: <<http://www.greenseal.org/standards/fleetvehiclemaint.htm>>

★ Use rerefined oil in your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program
Phone: 703-308-0199
Email: nogas.sue@epa.gov
Website: <http://www.ergweb2.com/cpg/user/cpg_search.cfm> to find vendors who sell rerefined oil.

★ Use retread tires on your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program
Phone: 703-308-0199
Email: nogas.sue@epa.gov

Website: <http://www.ergweb2.com/cpg/user/cpg_search.cfm> to find vendors who sell retread tires.

- ★ Buy engine coolant containing recycled content and recycle your engine coolant per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program
 Phone: 703-308-0199
 Email: nogas.sue@epa.gov
 Website: <<http://www.epa.gov/cpg>>

- ★ Recycle all solvents, aqueous parts washers, used oil (preferably to a re-refiner), and shop rags.

Contact: Used oil -- Michael Svizzero, EPA, (703)308-0046, Solvents and rags -- Kathy Blanton, EPA, (703) 605-0761
 Phone: See above
 Email: svizzero.michael@epa.gov, blanton.kathy@epa.gov

- ★ Use Best Practices to Reduce Pollution and Save Money. EPA Region 9 published a series of fact sheets and a video on Best Environmental Practices for Fleet Maintenance entitled "The Pollution Prevention Toolkit". Best practices include: Aqueous Parts Cleaning, Oil Life Extension, Reuseable Oil Filters, Floor Cleanup, Oil/Water Separator Operation and Maintenance, and antifreeze recycling. Fact sheets and a video can be obtained by calling (800) 490-9198 and asking for "The Pollution Prevention Toolkit: Best Environmental Practices for Fleet Maintenance" EPA publication number EPA-909-E-99-002 for the fact sheets and EPA-909-V-99-002 for the accompanying video.

Contact: Leif Magnuson
 Phone Number: (415) 972-3286
 Email: magnuson.leif@epa.gov
 Website: www.epa.gov/region09/p2/autofleet

ALTERNATIVE FUELS TIPS

- ★ For relevant truck categories, set a goal to get a certain percentage of your fleet to run on alternative fuel sources (CNG, Ethanol, Hybrids, etc.).

Contact: Shab Fardanesh, Regulatory Manager, EPAct Federal Fleet Activities, Office of FreedomCAR and Vehicle Technologies, DOE.
 Phone: 202-586-7011
 Email: Shabnam.Fardanesh@EE.DOE.GOV
 Website: <www.ott.doe.gov/epact/fed_fleet_prog.shtml>

- ★ Use low sulfur diesel in relevant vehicles.

Contact: Jane Armstrong
 Phone: 734-214-4471
 Email: armstrong.jane@epa.gov

- ★ Use bio-diesel as a replacement or partial replacement for diesel per the Farm Bill Section 9002 requirements for federal agencies and their contractors.

Contact: Dana Arnold
 Phone: 202-564-9319
 Email: arnold.dana@epa.gov

ATTACHMENT 8

AWARD TERM INCENTIVE PLAN

AWARD TERM INCENTIVE PLAN

I. INTRODUCTION:

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) The evaluation periods and associated award term incentive periods are as follow:

Contract Period of Performance
Initial Period of Performance, Months 1-36 end of year 1 end of year 2 end of year 2 ½
Award Term I, Months 37-60 End of year 1 End of ear 1 ½
Award Term II, Months 61-96 End of year 1 End of year 2 End of year 2 ½
Award Term III, Months 97-120

(c) The evaluation schedule is as follow:

Contract Period of Performance	Contract Evaluation Period
Initial Period of Performance, Months 1-36 end of year 1 end of year 2 end of year 2 ½	For the first evaluation period, the award term evaluation will be arrived at by averaging all annual Tasking Instrument performance ratings. Award Term determination to be finalized not later than the end of Month 34. Notification of intent to extend the period of performance to be issued by end of Month 34 (60 days in advance).

Award Term I, Months 37-60 End of year 1 End of year 1 ½	Second Evaluation Period: Award Term determination to be finalized not later than the end of month 58. Notification of intent to extend the period of performance to be issued by end of Month 58 (60 days in advance).
Award Term II, Months 61-96 End of year 1 End of year 2 End of year 2 ½	Third Evaluation Period: Award Term determination to be finalized not later than the end of month 94. Notification of intent to extend the period of performance to be issued by end of Month 94 (60 days in advance).
Award Term III, Months 97-120	No Award Term Evaluations or determinations will be made during this Award Term. Standard annual and end-of-contract performance evaluations will be performed.

For each evaluation period shown above, the overall contractor performance rating will be arrived at by averaging all Task Order performance ratings for that period. Performance ratings for all Task Orders shall be of equal importance regardless of hours or costs expended during that period.

(d) In order to be eligible for an award term incentive period the contractor must achieve all of the acceptable quality levels (AQL) for the evaluated tasks, both individual and aggregate, for that evaluation period. Failure to achieve any AQL renders the contractor ineligible for the associated award term incentive period.

(e) 1. ACCEPTABLE QUALITY LEVEL (AQL)

At a minimum, the contractor performs all activities stated in the SOW as ordered by individual Task Orders, in accordance with the guidance listed in all SOW and Task Order Exhibits, as well as all other applicable guidance and regulations. The minimum Acceptable Quality Level at the Task Order level and at the overall contract level is "Good." Overall contract performance at the minimum AQL will not result in the contractor being eligible to earn an award term. The contractor must achieve an overall rating of "Excellent" or higher to be eligible to earn an award term.

2. MONITORING METHOD

The EPA will continually monitor the contractor's performance on each individual Task Order, and will informally evaluate the contractor's performance on a monthly basis as part of the invoice/status report approval process. EPA will formally evaluate the contractor's performance on an annual basis at both the individual Task Order level and at the contract level, or more frequently as requested by the Contracting Officer, in order to support a timely award term determination.

Additionally, EPA will evaluate the contractor's overall contract performance during the annual past performance review for inclusion in the NIH Contractor Performance System, and may periodically perform additional reviews of selected requirements. The annual overall contract performance evaluation for the NIH Contractor Performance System may or may not be the same evaluation as the overall contract performance evaluation conducted for the purpose of making an award term determination.

3. INCENTIVES/DISINCENTIVES

On the formal overall contractor performance evaluations, should the contractor fail to meet the Acceptable Quality Level for one or more of the Performance Standards more than one time, this repeated failure to adequately perform will be noted on the contractor's performance rating, and will result in no award term to the contract.

Should the contractor fail to meet the AQL at any point during performance of the work, EPA may require the contractor to correct the deficiencies, as provided in FAR 52.246-6 (MAY 2001) Inspection - Time & Material and Labor-Hour.

At a minimum, overall excellent performance at the contract level is required in order to earn an extension to the period of performance ("award term").

The determination to grant an award term extension is at the sole discretion of EPA and is not subject to the Contract Disputes Act.

II. THE AWARD TERM PROCESS:

The decision to extend the period of performance under this contract will be made by the contracting officer upon recommendation from the Award Term Determination Official (ATDO), and is dependent upon government need; the contractor's performance on all Task Orders over the prior months of performance in the Contract Evaluation Period as evaluated by Program and contracting personnel and as recommended by the Performance Evaluation Board (PEB); and the Section I clause entitled "Availability of Funds for the Next Fiscal Year."

The Performance Evaluation Board will collectively make a recommendation to the ATDO whether to grant the next award term. The PEB will consist of the following individuals: Region 9 Superfund Section Chief, Site Cleanup Section 1(SFD 7-1); the RAC2 FS Project Officer and the RAC2 FS Contract Specialist.

III. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES FOR THE AWARD TERM INCENTIVE PLAN

The Government shall evaluate the contractor's performance of all work performed on all Task Orders during each evaluation period as set forth in this plan, and shall evaluate the contractor's overall contract performance during each evaluation period.

In order to provide consistent evaluation of the contractor's performance on all Task Orders, performance evaluation categories, performance criteria and performance rating guidelines have been developed. This section sets

forth the performance evaluation categories, criteria and evaluation guidelines that will be used in evaluating contractor performance for the purpose of making an award term determination.

Adjectival Ratings:

Ratings for each of the performance evaluation categories shall use the adjectival rating categories shown on Exhibit A. Only these adjectival ratings shall be used.

Evaluation Criteria:

The Contractor's performance of work performed under Task Orders will be evaluated using the seven (7) evaluation categories and evaluation criteria shown on Exhibit B.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit C. These guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

Task Order Evaluation:

Task Order evaluations will be accomplished using a format similar to that shown in Exhibit D.

EXHIBIT A

ADJECTIVAL RATINGS

Adjectival Ratings shall be broken down into the six (6) categories shown below (plus "not applicable"). Only the adjectival ratings shown below shall be used in evaluating the contractor's performance for the purpose of making an award term determination. These ratings are similar to the NIH Past Performance rating scale.

Unsatisfactory
Poor
Fair
Good
Excellent
Outstanding
N/A=Not Applicable

A decision to extend the period of performance under this contract (that is, earn an award term) will be made only upon the Contractor achieving an overall rating at the contract level of "Excellent" or "Outstanding" during an evaluation period as set forth above. For each evaluation period, the overall rating will be a composite of the individual adjectival ratings for each of the performance criteria, for each of the Task Orders. If the contractor achieves an overall evaluation of "Excellent" or "Outstanding" the Government may unilaterally extend the period of performance.

EXHIBIT B

EVALUATION CRITERIA

The Contractor's performance will be evaluated based on the following performance categories and criteria:

1. QUALITY OF SERVICES DELIVERED:

- a. Contractor's compliance with contract requirements; the level of quality achieved; and demonstrated overall technical expertise
- b. Accuracy, completeness, and timely submission of Contractor's deliverables, requiring little or no government correction.
- c. Contractor's management capabilities.
- d. Contractor's knowledge of current applicable guidelines, regulations, policies, laws, etc., and required certification(s) to perform the required tasks.
- e. Contractor's response to technical direction by the government.
- f. Contractor's ability to provide qualified personnel under each appropriate professional title and at the proper pay level, to perform the task order.
- g. Contractor's ability to provide personnel who have a complete understanding of EPA's method of doing business, and who have required minimal or no training under this contract.
- h. Contractor's Quality Assurance and Quality Control of tasks.

2. EFFECTIVENESS OF MANAGEMENT:

- a. Contractor's ability to solve contractor performance problems with minimal government assistance, and at no additional cost to the government, while keeping the government informed of relevant issues.
- b. Contractor's ability to solve subcontractor performance problems, including Team Subcontractors, with minimal government assistance, and at no additional cost to the government, while keeping the government informed of relevant issues.
- c. Contractor's ability to implement Quality Assurance/Quality Control (QA/QC) for Task Orders issued under this contract.

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

- a. Extent to which the contractor displayed initiative to meet the requirements of the contract and the Task Order.
- b. The extent to which the contractor utilizes or recommends innovative methods to investigate or solve technically complex or historical problems, or to assist EPA in dealing with recalcitrant parties

c. Demonstration of commitment to "environmentally preferable" business practices, including "Clean up-Clean Air Initiative" and "green procurement."

d. The prime contractor, meeting socioeconomic subcontractor goals as stated in the contractor's approved Subcontracting Plan.

4. TIMELINESS OF PERFORMANCE:

a. Contractor's development of acceptable schedules to meet the Task Order's need.

b. Contractor's ability to meet developed schedules for the Task Order.

5. COST CONTROL:

a. Contractor's control of overall Task Order costs.

b. Contractor's ability to keep costs reasonable.

c. Contractor's ability to stay within the Task Order's budget.

d. Contractor's ability to track costs and provide accurate, complete, and timely tracking reports.

e. Contractor's ability to provide current, accurate, and complete monthly invoices. A current invoice is defined as an invoice that contains charges that are not more than two (2) months old.

6. BUSINESS PRACTICES:

a. Contractor's ability to effectively communicate, coordinate, and maintain a positive working relationship with the government.

b. Contractor's ability to coordinate work with the government, seek direction as appropriate, and perform work as independently as possible, to achieve the completion of the Task Order, while keeping the government informed of progress.

7. CUSTOMER SATISFACTION:

a. Contractor's overall achievement of the performance objectives of the Task Order, including budget, cost, schedule, etc.

EXHIBIT C

RATING GUIDELINES FOR PERFORMANCE EVALUATION CRITERIA

On the Task Order Evaluation form (Exhibit D), each Task Order Contracting Officer's Representative (Task Order COR) will assign one of the following ratings for each of the Evaluation Criterion listed in Exhibit B:

Unsatisfactory
Poor
Fair
Good
Excellent
Outstanding
N/A = Not Applicable

The following criteria will be used as guidance in completing these evaluations (see attached table):

	Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding
Quality of Services Delivered	Non-compliance is jeopardizing the achievement of contract requirements despite major Agency involvement.	Overall compliance requires major Agency involvement to ensure achievement of contract requirements.	Overall compliance requires minor Agency involvement to ensure achievement of contract requirements.	Overall compliance requires no Agency involvement to ensure achievement of contract requirements.	There are no quality problems and quality slightly exceeds the contract requirements.	The contractor demonstrates an outstanding performance level in all of the categories that justifies adding a point to the score. (It is expected that this rating will be used in those rare circumstances when contractor performance clearly and greatly exceeds the performance levels required by the contract)
Effectiveness of Management	Ineffective management and inability to solve contract performance problems, or subcontractor performance problems, is jeopardizing the achievement of contract requirements despite major Agency involvement.	Effective management and ability to solve contract performance problems, or subcontract performance problems, requires major Agency involvement to ensure achievement of contract requirements.	Effective management and ability to solve contract performance problems, or subcontract performance problems, requires minor Agency involvement to ensure achievement of contract requirements.	Effective management and ability to solve contract performance problems requires no Agency involvement to ensure achievement of contract requirements.	The contractor's ability to effectively manage the contract and ability to solve contract performance problems, and subcontractors' performance problems, slightly exceeds contract requirements.	

Initiative in Meeting Contract Requirements	The contractor's complete lack in displaying initiative in meeting requirements is jeopardizing the achievement of contract requirements despite major Agency involvement.	The contractor's display of initiative in meeting requirements requires major Agency involvement.	The contractor's display of initiative in meeting requirements requires minor Agency involvement.	The contractor's display of initiative in meeting requirements requires no Agency involvement.	The contractor's display of initiative in meeting requirements slightly exceeds contract requirements.	
Timelines of Performance	Delays are jeopardizing performance of contract requirements despite major Agency involvement.	Delays require major Agency involvement to ensure achievement of contract requirements.	Delays require minor Agency involvement to ensure achievement of contract requirements.	Delays require no Agency involvement to ensure achievement of contract requirements.	There are no unexcused delays and performance slightly exceeds contract requirements.	
Cost Control	Inability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement.	Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements.	Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements.	Management of cost issues requires no Agency involvement to ensure achievement of contract requirements.	There are no unresolved cost management issues and performance in this area slightly exceeds contract requirements.	

Business Practices	Response to inquiries or technical/service/administrative issues is not effective.	Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements.	Response to inquiries or technical/service/administrative issues is somewhat effective.	Response to inquiries or technical/service/administrative issues is usually effective.	Response to inquiries, and technical/service/administrative issues is effective and performance in this area slightly exceeds contract requirements.	
Customer Satisfaction	Overall performance of the contractor is jeopardizing the achievement of contract requirements despite major Agency involvement.	Overall performance of the contractor requires major Agency involvement to ensure achievement of contract requirements.	Overall performance requires minor Agency involvement to ensure achievement of contract requirements.	Overall performance requires no Agency involvement to ensure achievement of contract requirements.	Overall performance slightly exceeds contract requirements.	

EXHIBIT D

Task Order Evaluation:

Contract No:

Contractor Name, Address (City and State):

Task Order Number:

Site:

Task Order Amount:

Period of performance: From: To:

Brief Description of Work:

1. QUALITY OF SERVICES DELIVERED:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Contractor's compliance with contract requirements; the level of quality achieved; and demonstrated overall technical expertise

Remarks:

b. Accuracy, completeness, and timely submission of Contractor's deliverables, requiring little or no government correction.

Remarks:

c. Contractor's management capabilities.

Remarks:

d. Contractor's knowledge of current applicable guidelines, regulations, policies, laws, etc., and required certification(s) to perform the required tasks.

Remarks:

e. Contractor's response to technical direction by the government.

Remarks:

f. Contractor's ability to provide qualified personnel under each appropriate professional title and at the proper pay level, to perform the task order.

Remarks:

g. Contractor's ability to provide personnel who have a complete understanding of EPA's method of doing business, and who have required minimal or no training under this contract.

Remarks:

h. Contractor's Quality Assurance and Quality Control of tasks.

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Contractor's ability to solve contractor performance problems with minimal government assistance, and at no additional cost to the government, while keeping the government informed of relevant issues.

Remarks:

b. Contractor's ability to solve subcontractor performance problems, including Team Subcontractors, with minimal government assistance, and at no additional cost to the government, while keeping the government informed of relevant issues.

Remarks:

c. Contractor's ability to implement Quality Assurance/Quality Control (QA/QC) for Task Orders issued under this contract.

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Extent to which the contractor displayed initiative to meet the requirements of the contract and the Task Order.

Remarks:

b. The extent to which the contractor utilizes or recommends innovative methods to investigate or solve technically complex or historical problems, or to assist EPA in dealing with recalcitrant parties

Remarks:

c. Demonstration of commitment to "environmentally preferable" business practices, including "Clean up-Clean Air Initiative" and "green procurement."

Remarks:

d. The prime contractor, meeting socioeconomic subcontractor goals as stated in the contractor's approved Subcontracting Plan.

Remarks:

4. TIMELINESS OF PERFORMANCE:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Contractor's development of acceptable schedules to meet the Task Order's need.

Remarks:

b. Contractor's ability to meet developed schedules for the Task Order.

Remarks:

5. COST CONTROL:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Contractor's control of overall Task Order costs.

Remarks:

b. Contractor's ability to keep costs reasonable.

Remarks:

c. Contractor's ability to stay within the Task Order's budget.

Remarks:

d. Contractor's ability to track costs and provide accurate, complete, and timely tracking reports.

Remarks:

e. Contractor's ability to provide current, accurate, and complete monthly invoices. A current invoice is defined as an invoice that contains charges that are not more than two (2) months old.

Remarks:

6. BUSINESS PRACTICES:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Contractor's ability to effectively communicate, coordinate, and maintain a positive working relationship with the government.

Remarks:

b. Contractor's ability to coordinate work with the government, seek direction as appropriate, and perform work as independently as possible, to achieve the completion of the Task Order, while keeping the government informed of progress.

Remarks:

7. CUSTOMER SATISFACTION:

Unsatisfactory	Poor	Fair	Good	Excellent	Outstanding	Not Applicable

a. Contractor's overall achievement of the performance objectives of the Task Order, including budget, cost, schedule, etc.

Remarks:

ATTACHMENT 9

QUALITY MANAGEMENT PLAN

ATTACHMENT 10

CONFLICT OF INTEREST PLAN

ATTACHMENT 11

CLARIFICATIONS ON PMF FACTOR

TABLE 1 - COST ITEMS INCLUDED IN DCAA-AUDITED INDIRECT COST POOLS

Item	Description	Clarification	R9 Contracting Office Respond
1	Non-site specific mobilization	Assume this refers to mobilizing personnel to a company office location for general program management	Confirmed
2	Direct Labor, fringe, overhead and profit for the deployment of contractor resources	Reflects standard estimating approach to development of burdened fixed labor rates	confirmed
4	Proposal/Work Plan preparation (initial work plans only) (subsequent work plans will be charged to individual projects) (to be clarified in SOW/WBS)	Assumes initial work plans are limited to development of basic overall approach as necessary to develop Task Order labor and ODC estimate and negotiate initial Task Order dollar value (e.g., three to five pages)	Initial work plans to be completed in accordance to the initial SOW. No page limits.
5	Financial accounting activities	Includes corporate accounting and applicable business filing	Confirmed
7	Close out Activities (Contract Level)	Excluded site-specific/TO closeout functions, which are direct charged	Confirmed
13	Background Checks for all employees working under the contract and drug testing		
16	All training for contract personnel except for EPA unique training		
17	Conflict of interest (COI) procedures, including maintenance of corporate COI		

18	Insurance requirement, including pollution liability insurance		
19	Quality assurance program. Including, but not limited to, audits and routine checks of technical deliverables for procedural compliance	Includes corporate QA program implementation	Confirmed
21	Development and implementation of standard operating procedure		
23	Travel expense to and from corporate offices by management or administrative employees		
24	Travel expense to and from non-EPA training facilities	Excludes site-specific/TO related travel, which is direct charged	Confirmed
25	Travel expense to and from corporate offices by contract employees	Excludes site-specific/TO related travel, which is direct charged	Confirmed
27	Medical exams and monitoring	Excludes screening for unique site-specific contaminants/exposure hazards (Site-specific screening is direct charged.)	Confirmed
30	Computers, laptops, printers, modems, and all required accessories, with internet access, the cost of internet access, computer software, computer programs, and computer storage devices	Excludes unique software and/or hardware required for a specific site/TO application, which is direct charged	Confirmed

33	Communication: all communication devices, including, but not limited to telephones, cell phones, satellite phones, PDA, Trios, hand held radios, facsimile machine, telephone cord/ jacks, email systems, and any air time required to utilize these devices	Excludes OCONUS/International requirements, which are direct charged	Confirmed (Guam, Hawaii not consider international , Region 9 territories)
34	Cameras, digital, video		
37	Any equipment required to provide non-EPA unique training of contractor personnel		
38	Vehicle, truck, trailer or any other equipment utilized except site-specific		
39	Service and maintenance of any vehicle or equipment	Assumes service/maintenance on non site-specific vehicles and equipment	Confirmed. If equipments are rental the maintenance should be part of the rate.
48	Hard Hat, Safety Glasses, Ear Plugs, Safety Vest, Steel-toed boots, Clothing (i.e., jackets, rain gear, etc.)	For contractor/team subcontractor personnel	Confirmed

49	Hand Tools (hammers, wrenches, levels, etc., including non-sparking; Drum/Barrel Carts, Pallet Jack, Wheel Barrow), Chain		
50	Portable eye wash		
51	Saws: Hands or electrical (chain, cut, band, circular, etc) machete		

TABLE 2 - COST ITEMS RECOMMENDED FOR DIRECT CHARGE TO TASK ORDERS (SITE-SPECIFIC - VARIABLE QUANTITIES)

Item	Description	Clarification	R9 Contracting Office Respond
11	Labor standards compliance (where applicable)	Includes administration/oversight of subcontractor compliance with Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act (OT Comp) - Selection of applicable Wage Decisions - Review of Certified Payrolls	Confirmed
12	Compensation for overtime	Includes premium labor costs (time and a half) for hours in excess of 40 per week (or 8 per day in California) worked by Non-Exempt personnel (as defined in the FLSA)	Confirmed, however will only be for non-exempt on a case by case base and ONLY with the approval of the Contracting Officer PRIOR to executing it.
42	First Aid Kit, Sun screen, Bug spray, Umbrellas	For contractor/team subcontractor personnel	Confirmed

43	Sampling supplies (bottles, jars, preservatives, labels, chain-of-custody forms/ label, decontamination agents, coolers, etc.)		Confirmed
44	Flashlight, Ice, Drinking water, Cooler/ ice chest, grease, glass jar markers, drum markers, all other markers, Trash Can, Trash Bags, etc.		Confirmed
45	Electrolytic fluid replacements for workers		Confirmed
46	Tape (duct, strapping, electrical, warning, hazardous, etc.), Spray paint, survey stakes and other markers, batteries, etc.		Confirmed
47	Hoses, Hose Nozzle or Head, Sprinklers		Confirmed
52	Detergents and bleach		Confirmed
53	Welding Stand, including torch, protective gear, and supplies	Items are 3rd party rentals or included as part of a site-specific subcontractor scope	Confirmed to be part of rental/subcontractor scope
54	Metal detector	Items are 3rd party rentals or included as part of a site-specific subcontractor scope	Confirmed to be part of rental/subcontractor scope

55	PH Meter, Conductivity Meter, ORP meter thermometer, PID meter and XRF detector	Items are 3rd party rentals or included as part of a site-specific subcontractor scope	Confirmed to be part of rental/subcontractor scope
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TABLE 3 - COST ITEMS TO BE INCLUDED IN RAC-SPECIFIC PROGRAM MANAGEMENT FACTOR

Item	Description	Clarification	R9 Contracting Office Respond
9	Meetings concerning overall contract operations to include contract level management of multiple task orders	These costs are not included in DCAA-audited indirect pools. A RAC-specific factor will be calculated for inclusion in the Fixed Rates.	Confirmed, please demonstrate how the RAC-Specific Factor is calculated.
10	Communication/ coordination between EPA, contractor, subcontractor, including team subcontractor		
15	Costs related to the management of the contract, including post award conference and performance meetings with EPA		

TABLE 4 - COST ITEMS WITH A MIX OF COST TREATMENT TYPES**a) = Included in Indirect Cost Pools****b) = Direct Charged or Expressed as RAC-specific factor added to FRs**

Item	Description	Clarification	R9 Contracting Office Respond
3	Management support of the contract, program management, personnel management	a) Corporate management and human resources are included in indirect cost pools. b) Program Management can be expressed as a RAC-specific factor for inclusion in Fixed Rates	a) Acknowledged b) Confirmed

6	Record retention and management activities	a) Invoicing, timekeeping, A/P, A/R, other financial records mgmt, and safety statistics are included in indirect pools. b) Records management related to site-specific performance (deliverables, reports, etc.) is direct charged to TOs.	a) Acknowledged b) Confirmed, however corporate retention and management is not site charged.
8	Updates to management, health and safety, quality assurance, and quality control plans	a) Updates to corporate SOPs are included in indirect cost pools. b) Site-specific addenda are direct charged, i.e., site-specific QAPP	a) Acknowledged b) Confirmed
14	All office expenses to support the contract, to include, but not limited to rent, clerical activities overhead, janitorial services, and office equipment	a) Company offices and associated equipment and services are included in indirect cost pools. b) Site-specific temporary field offices, furnishings, and support services are direct charged.	a) Acknowledged b) Confirmed
20	Cost management, administration of subcontracts, including team subcontractors, and audit support	a) Award and administration of team subcontracts and other program-wide subcontracts/Master Service Agreements are included in indirect cost pools. b) Award and administration of site-specific subcontracts are direct charged.	a) Acknowledged b) Confirmed
22	Report preparation, all reports required in Attachment 4 of the RFP, all invoicing and vouchering	a) Invoicing and vouchering is included in indirect cost pools. b) Cost reports and technical reports are direct charged to the applicable TO	a) Acknowledged b) Site specific activity reports are direct TO charge, however consolidation of the monthly reports is part of the overhead

26	Health and safety activities, and training	a) OSHA/HAZWOPER training and corporate H&S SOPs are included in indirect cost pools. b) Site-specific H&S performance is direct charged.	a) Acknowledged b) Confirmed
28	Office supplies, including but not limited to pens, paper, calculators, paper clips, staplers, office tape, staple removers, stickers, labels, folders, notebooks, FedEx supplies, etc.	a) Supplies in company offices are included in indirect cost pools. b) Supplies for site-specific temporary field offices are direct charged.	a) Acknowledged b) Confirmed
29	Any office equipment required to support the contract	a) Office equipment in company offices are included in indirect cost pools. b) Office equipment for site-specific temporary field offices are direct charged.	a) Acknowledged b) Confirmed for only site-specific temporary field office
31	Computer support and/or service, and computer program/tracking system development and implementation	a) Support/service for computers is included in indirect cost pool. b) Computer program development for any required site-specific or EPA-specific application is direct charged.	a) Acknowledged b) We do not envision any computer/IT program development under a RAC contract and any EPA specific applications would/should be applicable to all sites.
32	GIS support, graphics support, and any equipment required for graphics support	a) GIS computer equipment and standard software is included in indirect cost pools. b) Site-specific GIS personnel effort is direct charged	a) Acknowledged b) Confirmed

35	All standard shipping (UPS, FedEx, US Mail...)	a) Standard Program Management correspondence shipping is included in indirect cost pools. b) Site/TO specific shipping is direct charged, i.e., technical reports, samples	a) Acknowledged b) Confirmed, however standard shipping should be in the overhead
36	Any personal protective equipment as defined in 29 CFR 1910.120, if needed	a) Level D PPE for company employees is included in indirect cost pools. b) All other PPE is direct charged.	a) Acknowledged b) Confirmed
40	Equipment/ warehouse management (including cost of equipment maintenance/ calibrations and inventory), any materials necessary for the operation of equipment	a) Maintenance of company-owned equipment is included in indirect cost pools. b) Rental equipment maintenance and calibration is direct charged, and materials necessary for site-specific operation of equipment (rental or company-owned) are direct charged.	a) Acknowledged b) Confirmed, If equipment is "rental equipment" the maintenance should be part of the rate.
41	Any equipment required to implement medical monitoring programs	a) Medical monitoring as defined in Table 1 Item 27 is included in indirect cost pools. b) All other monitoring equipment is direct charged.	a) Acknowledged b) Confirmed for site specific unique test (radiation, mercury, etc.)

ATTACHMENT 12

QUALITY ASSURANCE PROJECT PLAN (QAPP)

